

Smart Rentals Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ___ day of _____ 2017, by and between **Smart Rentals, LLC** (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH :

WHEREAS, Landlord is the owner of certain real property being, lying and situated in ___, County/City, Missouri, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ months such term beginning on _____ and ending at 11:59 PM on _____.

RENT. The total rent for the term hereof is the sum of _____ DOLLARS (\$00). Agreement and all further payments thereafter are due on the 1st day of each month beginning _ and the first of each month thereafter through to the end of the contract.

DELIVERY OF RENTS. Rents may be mailed through the U.S. mail to:

**Smart Rentals, LLC
2309 South Big Bend Blvd
Maplewood, MO 63143**

Any rents lost in the mail will be treated as if unpaid until received by Landlord. Rents may also be paid electronically via the tenant portal at: www.StlSmartRentals.com with a bank account or credit/debit card.

DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages, cleaning, or utility bills not paid by Tenant or incurred as to the Premises upon the termination of this Agreement.

LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, the tenant will be charged a late fee. If there is a balance as of the 6th of each month, **fifty DOLLARS (\$50)** will be charged to the account, and an additional **three DOLLARS (\$3)** will be charged each day thereafter. There will be no exceptions to this rule for any reason whatsoever.

EARLY LEASE CANCELLATION. Smart Rentals does NOT allow for early cancellation of lease agreements prior to end of lease date. Any tenant choosing to leave prior to the end of their term will be subject to liabilities detailed in the "ABANDONMENT" portion of the lease.

TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at fifty **DOLLARS (\$50)** per month in addition to the agreed monthly rental amount listed above, and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. If hold over is less than 1 month past the end of the lease term, a daily charge of fifty **DOLLARS (\$50)** per day will be charged to the tenant's account. This fee must be payable at the time keys are released.

ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

NON PAYMENT PENALTIES. Should at any time the tenant become more than 30 days past due on payment of rents starting the 1st day of each month, the tenants file is subject to be turned over to an attorney for eviction. Whether the eviction results in removal from the home or not, the tenant is responsible for any and all legal fees which are a minimum of **four hundred dollars. (\$400.00)** The judgement amount determined by the courts will continued to be payable to Smart Rentals, and if not paid within the time agreed the balance will be sent to collections.

ATTORNEYS' 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 Premises, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees.

USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of only the following named:

exclusively, as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private family dwelling. Tenant shall not allow any other person to use or occupy the

Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. No illegal activities on the Premises will be tolerated by Landlord.

ANIMALS. Tenant shall be entitled to keep no more than two (2) total cats or dogs weighing no more than 25 lbs at one time; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of **two hundred DOLLARS (\$200)**, of which **two hundred DOLLARS (\$200)** shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building. Any animals discovered that have not been secured with a deposit after the fact will require a deposit of **four hundred DOLLARS (\$400)** and is due within fifteen (15) days of the notice.

Additional liabilities and regulations involving pets within the rental property are as follows:

- a. No pet which is attack-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the Premises;
- b. No pet may be kept that is not allowed by the city/county/state ordinance based upon the address of the premises
- c. That the Tenant is solely responsible for any and all damage to the Premises including, but not limited to: carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn and shrubbery;
- d. That in a like manner, Tenant is responsible for any and all damage or loss to persons or property of others caused by the Tenant's pet(s) and in this regard does hereby agree to hold the Landlord harmless for any such damage;
- e. That all pet(s) should be cared for and maintained in a humane and lawful manner;
- f. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Tenant's pets; and
- g. That all pets shall be maintained so as to not cause annoyance to others.
- h. That the owner of the pet(s) be in accordance with all local, city, county, state and federal ordinances, laws, statutes regarding said pet(s).
- i. All pet(s) shall have all shots and no history of violence, aggressiveness or biting.

Animals to be included on the lease:

1. Cat Dog Breed: _____ Name: _____
2. Cat Dog Breed: _____ Name: _____

CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in safe, clean and tenantable condition. Tenant acknowledges accepting the Premises "AS IS" upon receipt of the keys. The tenant agrees to review and complete the Damages Checklist and return to the office no later than 7 days beyond receiving the keys to the home to allocate for existing move in conditions upon check out.

TENANT INSURANCE. Tenant has to have insurance in an amount to cover their personal property, damage to premises that is beyond natural wear and tear or "Acts of God and Nature", as well as any motor vehicles on the Premises at all times. Landlord is not responsible for any destruction to Tenant's

personal property, nor motor vehicles. Also, Landlord will provide Tenant in writing any additional insurance that Tenant will have to provide the Landlord with at the Tenant's expense prior to possession of the Premises and Landlord will have to be listed as additional insured on all policies. Proof of rental insurance is required to be submitted to the landlord within 15 days of this agreement.

ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

MAINTENANCE AND REPAIR RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Broken glass, windows, doors, etc that is outside of "Acts of God and Nature" or natural wear and tear is the sole responsibility of the tenant;
- c. Not obstruct or cover the windows or doors prohibiting ingress or egress;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air dry any of same within any yard area or space;
- f. Not change or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g. Keep all air conditioning/furnace filters clean and free from dirt. Damage and repair to the

- AC/Furnace due to non-maintenance of the filter shall be borne by the tenant;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, feminine sanitary products of any kind, synthetic hair, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - i. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Landlord.
 - m. Keep the premises clean and free of piles, clutter, food and food packaging, and other conditions that may propagate the colonization of mice, insects, roaches, fleas, or ants. Any and all extermination needs are the responsibility of the tenant.

TENANT CHILDREN OR VISITORS OF THE PREMISES. Children either residing or are visitors of the premises MUST be attended to by a responsible caregiver at all times. If at any time it is reported that children are inappropriately left unattended without the supervision of a responsible caregiver, both indoors as well as outdoors, actions must be taken, up to and including contacting the legal authorities to ensure the safety of the minor children.

Visitors of the tenant are subject to any and all city/county/state ordinances and laws. Any guests, children, or residents of the premises in violation of ANY city/county/state ordinance will be the responsibility of the tenant listed on this agreement. If any violations should occur, the tenant will be responsible for any and all fines incurred by the landlord plus a \$50 administration fee and subject to immediate termination and eviction.

ADHERENCE TO CITY/COUNTY/STATE ORDINANCE AND LAW. Tenants, residents, and guests of the premises shall be bound to any and all city/county/state laws and ordinances enforced by the locality of the address of this contract. **ANY AND ALL INFRACTIONS OF THE LAWS GOVERNING THE ADDRESS IN QUESTION SHALL CAUSE THE TENANT SUBJECT TO ANY AND ALL FINES INCURRED BY THE LANDLORD, AN ADDITIONAL \$50 ADMINISTRATION FEE, ANY AND ALL COSTS TO RECTIFY THE INFRACTION, AND POTENTIALLY IMMEDIATE EVICTION!**

Infractions subject to the above consequences are as follows, but not limited to:

- Lewd and lascivious behavior
- Loud music and/or noises
- Failure to maintain property, including properly maintaining the landscaping to local standards
- Graffiti and other intentional damage to premises and surrounding property
- Trash/rubbish/litter or toys, tools, etc. items inappropriately stored in the exterior of the home
- Allowing/creating physical condition that threaten a persons health/welfare/safety
- Creating hazardous conditions within the home or exterior structures of the building that could threaten the physical health of a person dwelling, visiting, or neighboring the property such as, but not limited to:
 - Non-hygienic practices concerning cleanliness of kitchen and bathroom facilities

- Retaining trash, debris, clothing, belongings, etc in such a way that obstructs ingress or egress from doors and windows of the dwelling
- Having piles of clothing, trash, food waste, toys, etc that create issues such as: rodent, pest, insect, mold, mildew anywhere on the premises including basements, common areas, bedrooms, garages, or other exterior structures
- Storage of flammable materials or fluids that may endanger public safety within the premises or exterior structures
- Any and all illegal drug storage, use, manufacturing, sale, and or distribution
- Derelict vehicles stored ANYWHERE on the premises including: driveways, garage, yard, street, etc.
- Obstructing surface storm water drainage
- Maintaining residents longer than three (3) months within the dwelling that are not on the city/county issued occupancy permit
- Commit any and all forms of felony, misdemeanor, theft, destruction of public or private property, or local municipal ordinance violations on, or within the city limits of the premises by any tenant, resident of the premises, or guest of the premises

If a tenant, resident, or guest of the tenant/resident of the premises commits any two (2) infractions listed above or otherwise considered to be in violation of city/county/state laws and ordinance within the term of their residency at the address, the contract will immediately be put into eviction without warning.

DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances including, but not limited to, future advances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

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.

RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law and in equity.

GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Missouri.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, 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 shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

WEAPONS. At no time will there be any kind of firearms on the Premises.

BANKRUPTCY. In the event of bankruptcy or state insolvency proceeding being filed against the Tenant, this heirs, or assign, at the option of Landlord, his agent, heirs, or assigns, and immediately declare this contract null and void, and to once resume possession of the Premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.

NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Smart Rentals, LLC
2309 South Big Bend
Maplewood, MO 63143

If to Tenant:

WORKER'S WARRANTY: Any work proposed to be done by the tenant MUST be pre-approved in writing by the Landlord prior to work taking place. All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Landlord free from harm, litigation or claims of any other person. No work or repairs are to be done without prior written consent of Landlord. No work is to be done without the proper permit, as designated by the local municipality.

RADON. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceeds Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health office.

LEAD-BASED PAINT. Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet of lead poisoning prevention.

PHONE. Tenant agrees to maintain telephone service, and agrees to furnish to the Landlord the phone number, and any changes, within 3 days. (Only for homes furnished with a remotely monitored alarm system.)

GAS, ELECTRIC, WATER, and TRASH. Tenant agrees to arrange for the transfer of gas, electric, water, and trash service charges to their name to be effective immediately upon occupancy and to make arrangements for meter reading as needed. (Tenants of apartment buildings are only responsible for electric and gas unless otherwise stated within this lease.) Tenants who allow any utility, including trash service, within their responsibility to lapse and not be restored within 15 days of termination WILL be in violation of this lease agreement and will be subject to any fine issued to the landlord plus a **\$50 administration fee**. If any utility is allowed to lapse 2 times or more within the term of this contract, the tenant will be subject to all fines incurred and immediate eviction proceedings.

VEHICLES. Tenant agrees never to park or store a motor home, recreational vehicle, commercial vehicle, or trailer of any type on the Premises; and to park only (2) automobiles described as follows: Tenant agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag. TENANT AGREES THAT ANY VEHICLE PARKED ON ANY UNPAVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION AND ARE OTHERWISE UNLICENSED MAY BE TOWED WITHOUT WARNING AND STORED AT TENANT'S EXPENSE.

Smart Rentals

LEGAL CONTRACT. This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

Landlord Sign:

Date:

Tenant Sign:

Date:

Tenant Sign:

Date:

Tenant Sign:

Date:

Tenant Sign:

Date:

Smart Rentals