

Missouri Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Missouri Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. **Per Mo. Rev. Stat. § 535.300(1), the security**

deposit may not exceed two months' rent.

- B. **Separate Account.** Per Mo. Rev. Stat. § 535.300(2), all security deposits shall be held by Landlord for Tenant in a bank, credit union, or depository institution which is insured by an agency of the federal government. Security deposits shall not be commingled with other funds of Landlord. All security deposits shall be held in a trust established by Landlord and deposited in a bank, credit union, or depository institution account in the name of the trustee. Any interest earned on a security deposit shall be the property of Landlord. If Landlord is licensed under and subject to the requirements of Missouri Revised Statutes, Title XXII, Chapter 339, Real Estate Agents, Brokers, Appraisers, and Escrow Agents, in lieu of complying with this subsection, Landlord shall maintain all tenant security deposits in a bank, credit union, financial or depository institution account, and shall not commingle such security deposits with other funds of Landlord except as provided in Mo. Rev. Stat. § 339.105.
- C. **Allowable Charges.** Per Mo. Rev. Stat. § 535.300(4), Landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:
- i. to remedy Tenant's default in the payment of rent due to Landlord, pursuant to this Agreement;
 - ii. to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; provided, however, that this subsection does not preclude Landlord and Tenant from agreeing in this Agreement upon amounts or fees to be charged for cleaning of the carpet, and such amounts actually expended for carpet cleaning can be withheld from the security deposit, so long as this Agreement also includes a provision notifying Tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit. Within thirty days of the end of the tenancy, the landlord shall provide the tenant a receipt for the actual carpet cleaning costs; or
 - iii. to compensate Landlord for actual damages sustained as a result of Tenant's failure to give adequate notice to terminate the tenancy pursuant to law or this Agreement; provided that Landlord makes reasonable efforts to mitigate damages.
- D. **Inspection Of The Premises.** Per Mo. Rev. Stat. § 535.300(5), Landlord shall give Tenant reasonable notice in writing at Tenant's last known address or in person of the date and time when Landlord will inspect the Premises following the termination of this Agreement to determine the amount of the security deposit to be withheld, and the inspection shall be held at a reasonable time. Tenant shall have the right to be present at the inspection of the Premises at the time and date scheduled by Landlord.
- E. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide

Landlord with a forwarding address. Per Mo. Rev. Stat. § 535.300(3), within **30 days** after the date of termination of the tenancy, Landlord shall:

- i. return the full amount of the security deposit; or
- ii. furnish to Tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit. Landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of Tenant.

F. **Wrongful Withholding.** Per Mo. Rev. Stat. § 535.300(6), if Landlord wrongfully withholds all or any portion of the security deposit in violation of this section, Tenant shall recover as damages not more than twice the amount wrongfully withheld.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the “Keys”). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** If the Agreement Term ends at a certain time, no notice to quit shall be necessary, per Mo. Rev. Stat. § 441.070.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the

date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** $\{\text{MonthlyRent}\}$, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction. No notice to quit shall be required in order for Landlord to maintain unlawful detainer action.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **one month** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation, as provided under Missouri law. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. If any defective condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such condition shall not constitute a breach of Landlord's obligations under this paragraph.
 - B. **Tenant's Responsibilities.** Per Mo. Rev. Stat. § 441.630, Tenant shall be responsible to pay all rents due from Tenant when such rents become due and to exercise reasonable care:
 - i. to dispose of all rubbish and garbage in the Premises, and other organic waste which might provide food for rodents, in a clean and sanitary manner;

- ii. to refrain from unreasonable use of electrical, heating, and plumbing fixtures;
 - iii. to meet all obligations lawfully imposed upon the occupants of dwelling units by the code enforcement agency or the community;
 - iv. to refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, and to prohibit any other person on the Premises with Tenant's permission from doing likewise; and
 - v. shall not under any circumstances take in additional occupants, sublease, rent or turn over the Premises to any persons without Landlord's knowledge and consent.
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
20. **REPAIRS AND ALTERATIONS.**
- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
 - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
 - C. **Detrimental Conditions on Residential Premises, Repair at Landlord's Expense.** Per Mo. Rev. Stat. § 441.234:
 - i. The provisions of this section shall apply only if Tenant has lawfully resided on the Premises for six consecutive months, has paid all rent and charges due Landlord during that time, and did not during that time receive any written notice from Landlord of any violation of any lease provision or house rule, which violation was not subsequently cured.
 - ii. If there exists a condition on the Premises which detrimentally affects the habitability, sanitation, or security of the Premises,

and the condition constitutes a violation of a local municipal housing or building code, and the reasonable cost to correct the condition is less than three hundred dollars, or one-half of the periodic rent, whichever is greater, provided that the cost may not exceed one month's rent, Tenant may notify Landlord of Tenant's intention to correct the condition at Landlord's expense. If Landlord fails to correct the condition within fourteen days after being notified by Tenant in writing or as promptly as required in case of an emergency, Tenant may cause the work to be done in a workmanlike manner and, after submitting to Landlord an itemized statement, including receipts, deduct from the rent the actual and reasonable cost of the work, as documented by the receipts, not exceeding the amount specified in this subsection; provided, however, if Landlord provides to Tenant within said notice period a written statement disputing the necessity of the repair, then Tenant may not deduct the cost of the repair from the rent without securing, before the repair is performed, a written certification from the local municipality or government entity that the condition requiring repair constitutes a violation of local municipal housing or building code. In the event of such certification, Tenant may cause the work to be done as described herein if Landlord fails to correct the condition within fourteen days after the date of said certification or the date of the notice from Tenant, whichever is later, or as promptly as required in case of an emergency. Tenant's remedy provided herein is not exclusive of any other remedies which may be available to Tenant under the law. No lease agreement shall contain a waiver of the rights described in this section.

- iii. Tenant may not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent. Tenant may not deduct in the aggregate more than the amount of one month's rent during any twelve-month period.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Per Mo. Rev. Stat. § 441.065, the Premises shall be deemed abandoned if:

- i. Landlord has a reasonable belief that Tenant has vacated the Premises and intends not to return;
- ii. the rent is due and has been unpaid for thirty days; and
- iii. Landlord posts written notice on the Premises and mails to the last known address of Tenant by both first class mail and certified mail, return receipt requested, a notice of Landlord's belief of abandonment. The notice shall include the following, where appropriate:

"The rent on this property has been due and unpaid for thirty consecutive days and the landlord believes that you have moved out and abandoned the property. The landlord may declare this property abandoned and remove your possessions from this unit and dispose of them unless you write to the landlord stating that you have not abandoned this unit within ten days of the landlord having both posted this notice on your door and mailing this notice to you. You should mail your statement by regular first class mail and, if you so choose, by certified mail, return receipt requested, to this address (here insert landlord's name and street

address)”; and

- iv. Tenant fails to either pay rent or respond in writing to Landlord's notice within ten days after both the date of the posting and deposit of such notice by either first class mail or certified mail, return receipt requested, stating Tenant's intention not to abandon the Premises.

B. Mitigation of Damages. If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting.

C. Personal Property. Per Mo. Rev. Stat. § 441.065, any property of Tenant remaining in or at the Premises, after Tenant abandons the Premises, may be removed or disposed of by Landlord without liability to Tenant for such removal or disposition.

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:
- A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
 - B. to show the Premises to a prospective tenant, purchaser, or lender;
 - C. to estimate repair costs;
 - D. to prevent waste;
 - E. to prevent excessive noise or disturbances; or
 - F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant

shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. GROUNDS FOR TERMINATION OF THE TENANCY.

A. Termination by Landlord. Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. per Mo. Rev. Stat. § 441.020, Tenant permits any prohibited gaming table, bank, or device to be set up or be kept or used upon the Premises, for the purpose of gaming, or keeping in the same a bawdyhouse, brothel, or common gaming house, or allowing the illegal possession, sale, or distribution of controlled substances upon the Premises, after giving ten days' notice to vacate the Premises per Mo. Rev. Stat. § 441.040; or
- iv. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. per Mo. Rev. Stat. § 441.645, the Premises is destroyed by an act of God, including but not limited to fire or a tornado, or other natural disaster or man-made disaster, so long as Tenant was not the person who caused the disaster;
- ii. Landlord breaches the warranty of habitability described in this Agreement above; or
- iii. otherwise provided by law.

29. INSURANCE AND LIABILITY. Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. SUBORDINATION. This Agreement is subordinate to any existing or future mortgages or deeds of trust.

31. RELEASE OF TENANT INFORMATION TO THIRD PARTIES. Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or

business purpose.

32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}