

LEASE AGREEMENT

This Lease Agreement is made the ____ day of _____, 20____, between The 512 Investment Company LLC, a Missouri Limited Liability Company (hereafter, "Landlord") and _____ (hereinafter, "Tenant").

1. Term, Rent, and Security Deposit.

a. Landlord hereby leases to Tenant, the property (including, but not limited to, the house, yard, and joint driveway) (hereinafter, the "Leased Premises") located at 1104 S. Fourth Street, Boonville, Missouri, to be used as a private residential dwelling, and not otherwise, for a term to commence the ____ day of _____, 20____, and expiring on the ____ day of _____, 20____, subject to renewal as stated herein, or until terminated as hereinafter provided.

b. Rent of \$ _____ shall be payable on the 1st day of each calendar month during the term, the first of such installments to be paid upon the signing of this lease.

Initial Here:

Initial Here: i. Monthly base rent is \$ _____

Initial Here: ii. Tenant **shall** / **shall not** (circle one) be responsible for mowing the lawn. Base rent will be reduced by \$ _____/month if Tenant accepts responsibility for mowing and maintaining the lawn.

Initial Here: iii. Tenant **does** / **does not** (circle one) agree to have the monthly rental amount paid by Direct Deposit. If payment is by Direct Deposit, base rent will be reduced by \$25/month.

Initial Here: iv. Tenant **is** / **is not** (circle one) executing a Pet Addendum. Base rent shall be increased by \$ _____/month for each pet, with a limit of two additional pets.

c. Rent shall be paid to the Landlord at 512 Parkway Drive, Boonville MO 65233 (if no Direct Deposit). Any notices and demands from the Tenant shall be sent to the same address.

c. The Landlord hereby acknowledges the receipt of \$ _____ to be held as a security deposit, which amount is not to be applied by the Tenant as last month's rent.

i. The regular security deposit is \$500.

ii. An additional, non-refundable security deposit of \$ _____ is required for pets.

2. Care of Leased Premises, Requirements of Law, Indemnity, Repairs, Surrender.

a. The Tenant will take good care of the Leased Premises, fixtures and appurtenances; make all repairs to the Leased Premises, fixtures and appurtenances; conform to

_____ Tenant/_____ Landlord

all laws, orders and regulations of the Federal, State or Municipal governments, or of any of their departments, applicable to the Leased Premises, but shall not be required to make any expenditure to comply therewith unless necessitated by his fault; and hold harmless the Landlord from any liability arising from injury to person or property caused by any act or omission of the Tenant, his/her family, guests, servants, or assignees; repair at or before the end of the term, all injury done by the installation or removal of furniture and other property; and at the end of the term, surrender the Leased Premises in as good condition as they were at the beginning of the term, reasonable wear and damage by the elements excepted.

b. Without limiting the generality of the foregoing, Tenant shall be responsible for mowing and maintaining the yard (if checked above and the rent discount applied), and Tenant shall be responsible for removing snow and ice from the sidewalks.

c. Notwithstanding any provision herein to the contrary, Landlord shall be responsible for structural repairs to the Leased Premises and repairs to the heating and air conditioning system for the Leased Premises, unless necessitated by the fault of Tenant, his/her family, guests, servants, or assignees.

3. Alterations, Fire Hazards, Awnings, Pets, Waste. The Tenant will not, without the Landlord's prior written consent, make any alteration in the Leased Premises and will not deface or permit the defacing of any part of the Leased Premises; will not do anything on the Leased Premises which will increase the rate of fire insurance on the building; will not use any shades, awnings, or window guards, except such as shall be approved by the Landlord; will not keep or harbor any animal in the Leased Premises (other than up to two pets pursuant to an executed Pet Addendum); will not permit the accumulation of waste or refuse matter; will not permit neglected or unkempt vehicles, tractors, trailers or other machinery on the Leased Premises; and will not obstruct common drives or roadways on the Leased Premises.

4. Rules. Tenant shall observe and comply with such reasonable rules as the Landlord may prescribe on written notice to the Tenant for the safety, care, and cleanliness of the Leased Premises. A copy of the current rules in effect at the date of this lease are attached hereto and made a part hereof.

5. Utilities and Trash. The Tenant shall be responsible for obtaining any electric, gas, water, telephone, or other utility service directly from the utility providers commencing upon the day of the Tenant's occupancy, including trash removal, and shall be responsible for the timely payment for all such services. The Tenant shall comply with any rules of a utility company and further agrees to hold the Landlord harmless for any damage, injury, or loss caused by a utility company or its employees. All such services shall be obtained in the name of Tenant; Tenant agrees that it shall not obtain utilities for the Leased Premises in any name other than Tenant. Tenant shall promptly notify Landlord of any failure to remain current on any utility account, and Tenant shall not allow any utility to be disconnected for nonpayment or otherwise.

6. Damage by Fire.

_____ Tenant/_____ Landlord

a. If the Leased Premises is totally destroyed or rendered wholly untenable by fire, without fault or negligence of the Tenant, this lease shall terminate as of the date of destruction and a pro rata proportion of the prepaid rent shall be refunded to the Tenant.

b. If the Leased Premises is partially destroyed or rendered partially untenable by fire, without fault or negligence of the Tenant, the rent shall be reduced proportionately until such time as the Leased Premises is again wholly tenantable.

7. Eminent Domain. If the Leased Premises, or any part thereof, are taken by virtue of eminent domain, this lease shall expire on the date when the same shall be so taken, and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant.

8. Default.

a. If the Tenant defaults in the performance of any of the covenants or conditions herein contained, other than the covenants to pay rent, or if any conduct of the Tenant or occupants of the Leased Premises shall be objectionable, the Landlord may give to the Tenant ten days' written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said ten day period, then at the expiration of said ten days the Landlord may give Tenant five days' notice of the termination of this lease, and at the expiration of said five days' notice the term of this lease shall expire, and the Tenant shall then surrender the Leased Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

b. In case of default by the Tenant in the payment of rent, or if the ten day notice above provided for shall have been given and the ten day period shall have elapsed without curing such default or stopping the objectionable conduct, and the five day notice above provided for shall have been given and the five day period shall have elapsed, or if the Leased Premises become vacant or deserted, the Landlord may at any time thereafter resume possession thereof by any lawful means, and remove the Tenant or other occupants and their effects, by dispossession proceedings, or otherwise, without being liable to prosecution or damage therefor, and hold the Leased Premises as if this lease had not been made.

c. In any such case, the Landlord may at the Landlord's option relet the Leased Premises or any part thereof as agent of the Tenant or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Landlord may have incurred in connection with said resumption of possession and reletting, including brokerage, cleaning, repairs, and decorations, and then to the payment of rent and performance of the other covenants of the Tenant as herein provided; and the Tenant agrees, whether or not the Landlord has relet, to pay to the Landlord the rent and other sums herein agreed to be paid by the Tenant, less the proceeds of the reletting, if any. The Tenant hereby waives all right of redemption to which the Tenant or any person claiming under the Tenant might be entitled by any law now or hereafter in force.

9. No Waiver. The failure of either party to insist in any instance on strict performance of any covenant contained in this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification of any Lease provision and no cancellation or surrender hereof shall be valid unless in writing, and signed by the parties.

_____ Tenant/_____Landlord

10. Subordination. This lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Leased Premises. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby appoints the Landlord his attorney in fact, irrevocably, to execute and deliver any such instrument for the Tenant.

11. Improvements. All improvements made by the Tenant to the Leased Premises which are so attached to the freehold that they cannot be removed without material injury to the Leased Premises, shall become the property of the Landlord.

12. Exculpatory Clause. The Tenant hereby agrees that the Landlord shall not be liable to the Tenant, his/her family, guests, invitees, servants, or others for injury to or death of any person, nor for loss or damage to property, including the property of the Tenant, occurring in or about the Leased Premises from any cause whatsoever even if said damages or injuries are alleged to be the fault of or caused by the negligence or carelessness or fault of the Landlord. The Tenant agrees to indemnify and hold the Landlord harmless from all loss, damage, liability and expense, including any additional rent expense which the Tenant might incur, and the expense of defending the claims, in relation to any actual or alleged loss or damage to property caused by or resulting from any occurrence in or about the Leased Premises, including the alleged negligence, carelessness or fault of the Landlord.

13. Abatement of Rent During Untenantability. If the making of repairs or improvements to the building or its appliances, or to the Leased Premises, other than those made at the Tenant's request, shall render the Leased Premises untenantable in whole or in part, there shall be a proportionate abatement of the rent during the period of such untenantability.

14. Force Majeure. Interruption or curtailment of any service provided to or for the Leased Premises, if caused by strikes, mechanical difficulties, or any other cause beyond the Landlord's control, whether similar or dissimilar to those enumerated, shall not entitle the Tenant to any claim against the Landlord or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

15. Access to Leased Premises. The Landlord shall have the right to show the Leased Premises to applicants, prospective purchasers or realtors, after notice to the Tenant, at all reasonable hours of the day for purposes of renting the Leased Premises; and the Landlord or its agents shall be permitted at any time during the tenancy to examine the Leased Premises at any reasonable hour. Workers may enter at any time when authorized by the Landlord to facilitate repairs in any part of the building; and if the Tenant shall not be personally present to permit any such permissible entry onto the Leased Premises, the Landlord may enter same by a master key,

_____ Tenant/_____Landlord

or forcibly, without being liable in damage therefor and without affecting the obligations of the Tenant hereunder.

16. Integrated Contract. Neither party has made any representation or promise, except as contained herein.

17. Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term herein mentioned.

18. Assignment and Successors. Tenant may not, without the expressed written consent of Landlord, assign or sublet the Leased Premises or any part thereof. Landlord may assign this Lease. The provisions of this Lease shall bind and inure to the benefit of the Landlord and the Tenant, and their respective permitted legal representatives and assigns.

19. Joint and Several Liability. If more than one Tenant, they shall be jointly and severally liable for the rent and for each and every covenant contained in this Lease.

20. Renewal. This Lease shall automatically renew on identical terms for a like successive lease term, unless notification of termination of this Lease is made by either party to the other in writing at least forty-five (45) days in advance of the next renewal date.

21. Attorney Fees and Late Charge. The Tenant agrees to pay as additional rent all reasonable attorney fees and expenses incurred as a result of any breach of this lease. The Tenant further agrees to pay as additional rent a late charge of Twenty Dollars (\$20.00) per day for any rents paid three (3) days after their due date.

22. Tenant's Insurance. Tenant assumes all risk of injuries, damages, or losses to Tenant's property within the Leased Premises which may be caused by assault, theft, fire, water damage, windstorm, explosion, acts of God or other cause, or by the act or omission of any other Tenant, Tenant's guests and invitees, and third parties. Tenant shall be responsible for insurance of all of Tenant's personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. LANDLORD REQUIRES THAT TENANT SECURE TENANT'S OWN INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES. TENANT AGREES TO RELEASE, INDEMNIFY, AND DEFEND LANDLORD AND LANDLORD'S AGENTS FROM AND AGAINST LIABILITY FOR INJURY TO THE PERSON OF TENANT, TENANT'S AGENTS, GUESTS OR INVITEES, OR TO ANY MEMBERS OF TENANT'S HOUSEHOLD RESULTING FROM ANY CAUSE WHATSOEVER. Therefore, Landlord requires that Tenant obtain a minimum of \$150,000 in liability insurance or other similar insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents, and Landlord shall have no liability with respect to the same. Landlord may require proof of insurance before Tenant takes possession of the Leased Premises.

_____ Tenant/_____ Landlord

IN WITNESS WHEREOF, the parties hereto have caused this **Lease Agreement** to be executed as of the day and year written below.

The 512 Investment Company, LLC
A Missouri Limited Liability Company

Dated: _____

By: _____
Anthony S. Wack, Member

TENANT

Dated: _____

Dated: _____

_____ Tenant/_____Landlord