

**DBC Rentals
Agreement of Lease**

Unit Type _____ 1 bedroom with a washer/dryer _____ 2 bedroom with utilities
_____ 1 bedroom without washer/dryer

THIS Lease (the "lease") made and entered into this ___ day of _____, 20___, by and between Most & P LLC d/b/a DBC Rentals hereinafter referred to as "LANDLORD": and _____
JOINTLY AND SEVERALLY, if more than one, hereinafter referred to individually as "TENANT" and collectively as "TENANTS". A determination whether or not a parental guarantee is necessary is made by Landlord on an individual basis. If a parental guarantee is needed and landlord's approved form, signed and notarized, is not received by Landlord, by the earlier of 30 days hereof or date lease begins, as agreed, the lease may be declared void.

1. **DESCRIPTION OF TERMS:** Landlord does hereby lease to Tenant an apartment having a street address of _____, located in Columbia, Boone County, Missouri (the "Premises"); to be used by Tenant as a private dwelling for the term of 11 months and 25 days, commencing not before 1:00 p.m. on the ___ day of _____, 20___, and ending at 9:00 a.m. on the ___ day of _____, 20___, both dates inclusive.

2. **RENT:** The rental to be paid by Tenants shall be the amount \$ _____ (\$ _____) per month, payable via electronic check clearinghouse (ACH) on or after the fifth of each month of this Lease. **If a Tenant chooses not to pay by ACH, rent will be increased fifteen dollars per month per Tenant not using ACH unless rent is prepaid in 3 month increments. All ACH changes must be made by the 15th of the month to go into effect the following month. If ACH is to be terminated during the term of the lease, Tenant must appear in person at the DBC Rentals office to effect the termination. If paying by check or cash, rent shall be hand delivered to Landlord or its designated agent; or by regular United States mail addressed to DBC Rentals, 5001 S. Providence Rd., Columbia, MO 65203.** In the event the rent is not received by the 5th of each month, each individual delinquent Tenant agrees to pay the applicable late charge: **\$15.00 after the 5th of the month, \$20.00 after the 10th of the month, \$25.00 after the 15th of the month, \$30.00 after the 20th of the month, and \$35.00 after the 25th of the month.** As a courtesy to the Tenant we allow for individual payments, but all Tenants are still jointly responsible for the terms of the Lease including rent, late charges and discounts. It is agreed between the parties that the late charges are not a penalty but are liquidated damages for the expenses and inconvenience caused to Landlord for late payment or non-payment of rent, actual damages being difficult if not impossible to ascertain. There will be a \$30.00 charge assessed against Tenant for each instance a check or automated payment is returned. Rent will be deemed to be delinquent until all of the charges hereunder are paid in full. Partial payment of any of the charges hereunder or delinquent rent, the partial payment shall be credited first to any return check charges, then to any late charges, and finally to delinquent rent. Late charges will be applied to any outstanding balance. Any outstanding balance will be deemed rent at the end of the lease, and removed from the security deposit.

A liquated damage of \$250.00 will be charged if the unit is not vacated at 9:00 a.m. on the expiration date. In addition, double rent will be charged for each day the Premises is not vacated after the Lease expiration date.

Only those persons indicated and signed on this Lease shall be permitted to occupy the Premises as residents at any time. DBC Rentals will not allow entry or issue keys to anyone not a Tenant with DBC Rentals. It is agreed that any guest staying in the unit as little of length as one night must have permission from all Tenants on Lease. If a written complaint from a Tenant is given to DBC Rentals that there is someone other than those who are on the Lease staying in the unit, the rent will be doubled for each day of such occupancy and charged to the Tenant with the guest staying in the unit.

One animal may be allowed in the unit, either one dog (excluding aggressive breeds at the discretion of DBC Rentals), or one cat. All Tenants on Lease must sign DBC Rentals Pet Addendum and a **\$350.00** non-refundable fee **MUST** be paid before the animal is allowed in the unit. If an unreported pet is found on the Premises, rent shall be double for the day the animal is found, continuing at said double rate until the animal is removed from the premises. The pet fee does not transfer to any other unit.

Landlord shall have the right to reenter and terminate the Lease after giving ten (10) day written notice mailed by regular United States mail to the address of Tenant at the Premises described above, if Tenant fails to observe or violates any covenant in this Lease, other than the covenant to pay rent, and continues to violate or fails to observe such covenant for said one (1) week period. It is understood and agreed that should Landlord deem Tenant undesirable and unpleasant for others, due to Tenant's action on the Premises, the Landlord shall have the absolute right to cancel this lease on ten (10) days notice to Tenant, and Tenant agrees to quit and surrender the peaceable possession of the Premises and to remove therefrom and in such event Tenant's liability for rent shall terminate as of the date of removal. Landlord shall have the right to take possession of any personal property left or abandoned in the Premises by Tenant after Tenant has vacated the Premises whether during or at the termination of the Lease term. It is agreed that Landlord will not be responsible to Tenant or the owner of such property left in the premises. Said property shall be deemed abandoned and become the property of Landlord. Only property with great value shall be stored for thirty (30) days after Landlord has taken possession of the same. In addition, Tenants shall be responsible for reasonable storage charges incurred by Landlord in connection with said property.

In the event Landlord terminates this Lease for such arrearage in the payment of rent, or due to violation of this Lease and/or in the event Tenant vacates the Premises prior to the conclusion of the Lease term, Tenant agrees to make payment of all costs incurred by Landlord to terminate this Lease, collect rentals and/or re-lease the Premises, including all attorney fees, litigation expenses, court costs, all collection fees, all advertising costs, all applicable utility expenses, all re-entering fees, and any other direct costs. **Tenant consents that any proceedings to enforce this Lease or related rights may be brought in any court sitting in the judicial district or circuit in which the Premises are located and does hereby waive the right to a jury trial.**

It is understood and agreed that in the event the apartment complex in which the Premises are located contain any common amenities (i.e. pool, common grounds) that Landlord does not guarantee that such amenities will be in good working order during this Lease term; however, Landlord will make reasonable efforts to repair and/or fix any amenities should the same become inoperable during this Lease term. It is further understood that if any appliance or mechanical equipment (i.e. furnace, water heater) breaks down, Landlord will make every reasonable effort to repair or replace items in a timely manner. It is agreed that Tenant will not be entitled to an abatement of any portion of the rent in the event any such amenities are inoperable for any period during the Lease term and that such amenities, if any, are not to be construed as part of the consideration furnished by Landlord for the rent paid by Tenant.

It is agreed that the Premises is furnished with a smoke detector for the benefit of Tenants. Tenants will be solely responsible for maintaining said smoke detector including providing the same with batteries and periodically testing the same to make sure that the same is in good working order. Upon notice of the non-functioning of said smoke detector, for reasons other than the need for new batteries, Landlord will provide a new smoke detector or repair the existing smoke detector. It is understood and acknowledged by each Tenant that Landlord will have no liability to Tenants or Tenant's agents, invitees or guests for any personal injury or property damage sustained by Tenants or individuals due to the malfunctioning of said smoke detector. It is recommended that tenant use a carbon monoxide detector in units which have gas furnaces or water heaters.

3. **SECURITY DEPOSIT:** Tenants shall also pay Landlord a security deposit in the amount of \$ _____ (\$ _____) to be paid upon execution of this Lease agreement. It is understood that if tenant fails for any reason to go into possession of the Premises, the total security deposit will be considered liquidated damages. Upon commencement of the term of this Lease and the Tenant's possession of the Premises, the deposit shall be held by the Landlord as security against loss from damage, non-payment of rent or any other breach of this Lease by the Tenant and shall be refunded in one check made out to the tenants and mailed to _____ within thirty (30) days after the lease has expired; and upon inspection, the Premises are found to be in as good condition as at the beginning of the lease, normal wear and tear expected; and provided the covenants, agreements and condition on the part of the Tenant have been complied with entirely. Any statements or estimates made by lessor or lessor's representative during inspection are subject to correction or modification before final security deposit accounting. If lessee is vacating the premises on or after the termination date of this lease, the 30 day period to account for the security deposit shall begin only when all of lessee's property has been removed, all occupants have departed. If lessee abandons the premises before the termination date of this lease, the 30 day period to account for the security deposit shall begin on said termination date or the date lessor re-rents the premises, whichever is earlier. If no address is provided it will be mailed to the last known address, which is the rental unit. Tenant is completely responsible for the entire term and any and all damages to the Premises and other damages, all as provided herein, and agrees that the security deposit may be set off against the total claims of Landlord but shall not constitute Landlord's exclusive remedy.

It is understood and agreed by Tenants that this security deposit is not deemed to be a payment of the last month's rent and that the payment of this deposit in no way relieves Tenant of the obligation to make payment of the last month's rent. The security deposit shall be applied to offset any damage to the Premises, unpaid rent, or to the expenses of clean up necessitated by Tenant leaving the Premises in an unclean condition upon the expiration of this Lease term. **In addition, Tenant will be charged a fee of Fifty-five dollars (\$55.00) in the event all keys to the Premises are not returned upon the termination of this Lease.** Further, in the event Tenant locks himself or herself out of the Premises and Landlord is required to come to Tenant's apartment to unlock the door for him or her, there shall be a minimum charge of Twenty Dollars (\$20.00) if the lock out call is made during work hours and no spare key is available to loan to tenant (key must be returned within 1 hour), and Thirty Dollars (\$30.00) if the lock out call is made after 4:00 p.m. or before 8:30 a.m. or any time on Saturday, Sunday, any holiday or if the office is closed; if Tenant does not make payment of this charge at the time of the lock out call, the charge may be deducted from Tenant's security deposit; however, the charge is due at the time the lock out call is made. If some but not all tenants vacate the Premises at the termination of the lease but other tenants continue leasing the Premises under a new lease or extension/renewal of the former lease, charges will be deducted from the shares of the departing tenants for general cleaning, carpet cleaning, wall charge, and other damages as per this lease. This security deposit shall be held without any duty to pay interest and shall be held by owner of the Premises, for whom Landlord acts as an agent.

4. **CONDITION OF PREMISES:** It is further understood and agreed that the Premises are rented in an unfurnished condition except for stove, refrigerator, dishwasher, microwave, smoke alarm, mini blinds, vertical blinds and washer/dryer if applicable. Tenant agrees to submit a list of pre-existing damages to Landlord within seven (7) days after commencement of the lease term. In the event no such list is delivered, it shall be presumed and agreed upon between parties that there are no pre-existing damages. If a lease is signed on a unit with a current tenant staying, the tenant(s), which leaves, will be charged for damage, carpet cleaning, and wall charge on a percentage basis. If a lease is signed with a current tenant already occupying the unit and staying, it is understood that the unit will be accepted in "as is" condition. It is understood that the general upkeep of the dwelling unit is the responsibility of the lessee. Any required service performed on the premises as a result of the neglect or misuse by anyone other than the management will be charged to the tenant. These repairs shall include, but not be limited to: burned out light bulbs, broken appliances, door/door handles, windows, blinds, clogged toilets/drains/garbage disposal, torn carpet, burner pans, etc.

5. **TENANT WILL TAKE GOOD CARE OF PREMISES:** Tenant agrees to keep and maintain the Premises, fixtures, and appliances in a good clean condition. In addition, Tenant will immediately notify Landlord of any damage to the premises, fixtures, plumbing, walls, ceilings, floors, appliances, locks, windows or doors, whether due to negligence of Tenant, break-ins, vandalism, burglary, or for any other causes or reason. Tenant will be responsible for the cost of repairs necessitated by the conduct of any guest or invitee of Tenant, involving the interior or exterior of the Premises and of the property and any improvements thereto. Landlord will provide the personnel and materials necessary to complete such repairs, which such repairs shall be completed at the sole cost of Tenant. In the event it is necessary for Landlord to provide personnel after 5:00 p.m. on any weekday, or at any time on Saturday, Sunday or a holiday, that Tenant will also be responsible for a "late hour" charge: which will be a reasonable amount in addition to the regular charges necessary to effect such repairs. Landlord prohibits alterations to the unit without landlords consent.

Automobiles of Tenant or Tenant's guests, invitees, or employees shall be parked in the assigned parking places and in no other places. No trailer, truck or recreational vehicle of any kind shall be parked or stored in any place on the Premises without prior written consent of Landlord. No partially dismantled, non-operating, wrecked, unlicensed, or junk vehicle of any kind shall be kept on or about the Premises.

6. LANDLORD'S RIGHT OF INSPECTION AND ENTRY: Tenant agrees to permit the Landlord or its Agent to enter the Premises during normal work hours for the purpose of making inspection and repairs. If Landlord determines an emergency condition, or has reason to suspect a violation of the terms of this lease, tenant agrees to allow Landlord in unit at any time. Tenant shall also permit the Landlord or its Agent to enter the Premises during daylight hours to show prospective tenants or purchasers during Tenant's occupancy of the Premises if prior appointment is scheduled except no such prior appointment shall be necessary if this Lease has been declared in default or this Lease with Tenant expires within ninety days. Should Landlord enter for the purpose of making an inspection and determines there are any problems with repair, damage, or otherwise, Landlord shall notify Tenant, specifying the existence of such damage, and Landlord shall have the option to repair, clean or otherwise deal with any damaged items and shall invoice the Tenant for any such charges, including a reasonable charge for management overhead as a result of said actions with respect to any other than reasonable wear and tear. Tenant acknowledges that there is joint responsibility with respect to the total unit in which the Premises are located and that Tenant will be possibly liable for damages caused by other residents in the unit subject to this provision and, accordingly, must exercise responsibility to see that the unit is maintained in good order and repair.

7. SUBLETTING: This Lease may be subleased only with prior written consent and approval of landlord after prospective sub-tenant presents an application and references executed and notarized parental guaranty (if required) and posts an additional security deposit if all original Tenants sublease. If only some of the original Tenants sublease the Premises, then only the original security deposit is required. Both the original security deposit and the sub-tenant's additional security deposit (if applicable) will be held until the end of the Lease term, at which time all security deposits will be returned as herein before set forth. Subleasing does not release Tenant herein from responsibility for the provisions of this Lease. Wall and carpet charges will be divided based on the amount of time spent in the unit by Tenants and subtenants. Cleaning charges will be divided by DBC according to the condition of the unit at both checkouts. There will be a Two Hundred Dollar (\$200.00) administrative charge for subleasing which Tenant agrees to pay in the event of sublease or new lease. DBC Rentals will help with, but not guarantee finding a sublease. DBC Rentals will only assist in subleasing after a letter of intent, signed by all tenants on lease, has been received in the office, and the sublease is not valid until all parties involved have signed the sublease form.

8. QUIET ENJOYMENT: Landlord agrees and covenants that, subject to the provision hereof, the Tenant shall have peaceful and quiet enjoyment of the Premises for the duration of his or her occupancy; provided, of course, that the Tenant complies with the covenants, agreements, and conditions stated herein.

9. CLEANING PREMISES UPON VACATING: The Premises has been cleaned by a professional cleaning company before the start of every new lease, and will be professionally cleaned upon departure at the end of the full Lease term. The cleaning charges will be deducted from the Tenants security deposit. Carpets will be professionally steam cleaned with a truck mounted system by Landlord and deducted from Tenant's security deposit. Portable shampoo machines will not be allowed in rental units. Cleaning of the Premises and of the carpet will only be completed when the Lease has ended and all Tenants have left the Premises. The unit will not be cleaned in the case of a renewal or sublease. General cleaning will be a minimum of \$120 for a one bedroom, \$150 for a two bedroom. Minimum carpet cleaning for a one bedroom will be \$105, \$145 for a two bedroom. Tenant agrees to lock all doors and windows and must follow the check-out procedure sent to the Premises by the Landlord.

10. CONDITION OF WALLS: If there are any holes in a wall larger than a ½" diameter, there will be a minimum charge of \$100.00 per wall to patch the wall. The following charges apply if there are no holes in the wall. There will be \$75.00 deduction from the security deposit for touch up painting. If there is one full renewal on the unit there is a \$50.00 charge for touch up painting. If there is a second full renewal on the unit there is no charge for normal touch-up to the walls. If there is excessive smoke damage, paint on the walls other than DBC Rentals paint, or other damage on walls, Tenant will be charged to repair and restore the walls.

11. LIABILITY: Lessee hereby agrees that lessor and lessor's agents shall not be liable to lessee and/or lessee's family, guests, invitees, servants, and/or others claiming through lessee, for any injury or damage to them and/or their property occurring in or about the premises from any cause whatsoever, even if the cause of the damages and/or injuries is alleged to be the fault of or caused by the negligence or carelessness of lessor and/or lessor's agent.

12. RULES AND REGULATIONS: Rules and Regulations, which are attached hereto and incorporated herein by reference, are an important part of this Lease. Essential terms of the Landlord-Tenant relationship are set forth in the Rules and Regulations, and by executing this lease, each Tenant acknowledges that he or she has read and become familiar with the terms of the Rules and Regulations and agree to abide by them. Landlord reserves the right from time to time to make reasonable changes to the Rules and Regulations and, upon notification to Tenants of such change, such new Rules and Regulations shall be deemed as equally binding upon Tenant as if originally attached hereto. **Our interpretation of Lease and Rules and Regulations is final.**

13. UTILITIES: LANDLORD WILL PAY FAMILY PACK CABLE FOR THE UNIT.

14. RENTERS INSURANCE: IT IS REQUIRED THAT EACH TENANT HAS RENTERS INSURANCE AND SHOW PROOF BEFORE ANY KEYS ARE GIVEN OUT. FAILURE TO KEEP INSURANCE DURING THE TERM OF THE LEASE IS SUBJECT TO NON-RENEWAL. Often the parents' homeowners insurance will cover the student when they are away at school. Your policy must include a Liability component. Proof of this must also be turned into the office before keys will be issued.

IF CHECKED THE FOLLOWING APPLY:

- Landlord will pay all utility services for the Premises. Any utility bill in excess of the average monthly amount for that style of apartment plus \$20.00 will be charged monthly to the tenant. In the event a window is found open and the temperature outside is less than 50 degrees and the heat is on, or more than 80 degrees and air conditioning is turned on, a \$50.00 liquidated damage will be imposed per occurrence. DBC Rentals does not consider a landline phone as a paid utility. _____
- Landlord will pay Broadband Internet services for the unit. Landlord is responsible solely for the payment of the service. Problems with the hardware or software caused by tenants that interferes with the service will not be determined fault of landlord and may cause charges for the tenant to fix it. Internet issues will be addressed during business hours only. _____

15. TENANT, ANY MEMBER OF THE TENANTS RESIDENT’S HOUSEHOLD OR GUESTS;

- Shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sale, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
- Shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises
- Will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a Tenant, or a guest
- Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in RSMo 195.202 through RSMo 195.218 at any locations, whether on or near the Premises or otherwise
- Shall not engage in any illegal activity, including prostitution as defined in RSMo 567.020, any criminal street gang activity as defined in RSMo 562.035, harassment as prohibited in 565.090, any crimes against persons as prohibited in Chapter 565 of Missouri Statutes, including but not limited to the unlawful discharge or unauthorized possession of firearms as prohibited in RSMo 571.030 on or near the Premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the agent or other tenant or involving imminent or actual serious property damage as prohibited in RSMo 569.100 and RSMo 569.120.
- VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND SUBSTANCIAL BREACH OF THIS LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this paragraph shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for termination of the Lease as provided by Missouri Law. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

16. BROKERAGE RELATIONSHIP DISCLOSURE CONFIRMATION:

- Tenant(s) acknowledges that DBC Rentals and all of its affiliated licensees are acting on behalf of owner of the apartment in which the Premises is located as a Landlord’s Limited Agent and the source of any commission or payment made to DBC Rentals is from the owner of the apartment, and information given to DBC Rentals by Tenant may be disclosed to the owner. The Tenant and Landlord acknowledge that the DBC Rentals licensee made disclosure of this agency status to Tenant no later than the first showing of the Premises.
- The parties acknowledge, in instances where they were not being represented under a written agency agreement, that they were provided, at the earliest practicable opportunity during or following the first substantial contact with DBC Rentals, a Broker Disclosure Form. Such form was provided prior to the party entering into an agreement for brokerage services with the Licensee or upon the Licensee obtaining personal or financial information from the party, whichever occurred first.
- The parties to this transaction understand and acknowledge that DBC Rentals and its affiliated licensees are not experts in matters of the apartment’s physical condition. Please consult the appropriate experts for advice or determinations in that.

17. ZONING DISTRICT AND OCCUPANCY LIMIT: Lessee understands that the premises are located in a C-P zoning district and agrees that: (a) the maximum number of unrelated persons who may occupy the unit is 4, and (b) related occupants must be in compliance with the definition of a "family" contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri. As stated in Rules & Regulations #18, additional charges apply for more people on lease than bedrooms. 2) City ordinance does not prevent the occupancy limitation specified in this lease.

ACKNOWLEDGMENT

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and date first written above.

Landlord

Tenant

Tenant

Tenant