This document has legal consequences.
If you do not understand it, consult your attorney.

Form # 2118 01/17

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FILED
OCT 17 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

RESIDENTIAL LEASE

(Intended for use with houses and for use with condominiums, villas or similar lifestyle properties)

DATE: March 1, 2018

1. **PARTIES AND PROPERTY.**

Eric Garland

Tenant, agrees to lease from the undersigned Landlord the following real property in the municipality of (if incorporated) Kirkwood, County of St. Louis, Missouri, known as and described as follows: 1933 Meadowtree Lane, Kirkwood, Mo 63122.

2. **TERMS.**

Tenant agrees to pay a total of $ 19,800 to Landlord for the rental period of One Year beginning Mar 1, 2018 and ending on Feb 28, 2019. Tenant covenants and agrees to pay a monthly rental fee of $ 1650.00 in advance on the First day of each month during the term of this lease. The first month's rent shall be paid on Mar 1, 2018. If Tenant takes possession of the property in advance of the term, all conditions of this lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event the Landlord receives the rental payment on or before the due date each month, a $ 0 discount shall be applied to the monthly payment.

3. **ADDITIONAL RENT.**

All monthly rent payments shall be paid on or before the due date without a grace period and if not received by Landlord when due, then in addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional rent of $ $50 p/mth per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All rental payments shall be paid to Jean Lake Properties, LLC and delivered to 193 Woodland Place Ct. St. Charles, Mo. 63303 or to such other place as the Landlord may, from time to time, direct.

4. **SECURITY DEPOSIT.**

The security deposit of $ 2000.00 payable upon execution of this lease, shall be held by Jean Lake Properties, LLC (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein. Buyer/Landlord shall hold the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to Tenant's non-performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one check, jointly payable to all Tenants and such refund check and itemization of deduction may be mailed to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri Landlord and Tenant Act Chapter 441 and 535 RsMo states that a tenant may not apply or deduct any portion of the security deposit in payment of rent.

5. **RETURNED CHECK.**

There shall immediately accrue a charge of $ 50.00 as additional rent, for each event of any check delivered to the Landlord, which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under this lease to by paid by Tenant in the form of cash, cashier's check or money order.

6. USE OF PROPERTY.
Tenant agrees that the property shall be occupied by no more than ____Not____ person(s), as a residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.

7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.
Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code requirements. Tenant shall obtain an occupancy permit.

8. POSSESSION.
Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without interference by the Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is delivered.

9. ILLEGAL DRUG WARNING.
Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this lease and the eviction of the Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been convicted of crimes related to methamphetamine.

10. ACCESS BY LANDLORD.
Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein, and for the purpose of making any necessary repairs. For a period of 60 days prior to the expiration or termination of this lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any cause whatsoever, except Landlord's gross and willful negligence.

11. RESPONSIBILITIES OF LANDLORD.
In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the residence in good and habitable condition including costs associated with reasonable wear and tear of the tenant, except as provided for damages caused by Tenant's neglect and except as provided for in section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the residence of a person convicted of crimes related to methamphetamine.

12. LIABILITY AND INDEMNITY.
Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the premises for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person, or for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant. Landlord requires Tenant to obtain personal household contents and personal liability insurance. (See section 14.) Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing batteries. (See section 14.)

13. MULTIPLE TENANTS.
Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.

14. RESPONSIBILITIES OF TENANT.
In addition to other responsibilities set forth in the lease, Tenant shall:

- Pay all utilities when due including, if applicable, electric, gas, water, and trash removal. Tenant shall make arrangements for such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building) throughout the term of the lease.
- Obtain personal liability insurance and, if desired, personal household contents insurance.
- Inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed.
- Change furnace filter regularly (at least every three months) if residence has a forced air system.

- Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.
- Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly.
- Comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

Except where the following exterior maintenance items are provided for by the subdivision/condominium, Tenant shall also:

1. Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others.
2. Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
3. Provide the necessary and proper care for shrubs and trees.
4. Maintain gutters and downspouts so as to be clean and operable.

It is further understood, acknowledged and agreed that Tenant shall:

- Be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else.
- Be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to landlord 30 days or later after possession.
- Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to Landlord before damage occurred.
- Be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else.
- Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant or Tenant's invitees or guests.
- Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence.

In addition, it is understood, acknowledged and agreed that Tenant:

- Shall keep no pets on the property without the express written consent of Landlord.
- Shall not paint, or install or remove wallpaper, or otherwise alter the residence in any manner without the written consent of Landlord.
- Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee.
- Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking.
- Shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of Landlord
- Shall not store flammable or hazardous materials, except nominal amounts of gasoline, which is to be stored in proper containers.
- Shall refrain from activities of any kind that would interfere with any neighbors peaceful enjoyment of the property they occupy.
- Shall not assign this lease or sublease or rent any portion of the property to anyone else.
- Shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell).
- Shall, upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay Landlord's cost of professional carpet cleaning to be done after vacating.
- Shall pay all attorneys fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or late charges or any other breach of this lease by Tenant, including eviction cost.

15. HOLDOVER.

If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term, or any renewal or extension period, or the move-out date agreed to by the parties), Tenant shall be liable to pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and attorney's fees).

16. DESTRUCTION OF PROPERTY.

In the event the property is rendered partially uninhabitable by fire or other casualty, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within 30 days after the date of the damage or loss, then Tenant shall have the option of terminating this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other casualty, the lease shall immediately terminate.

17. CONDEMNATION.
In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

18. DEFAULT BY TENANT.
In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this paragraph shall be in addition to the other remedies provided for herein or as provided by law.

Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

19. ABANDONMENT.
If Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

20. INSPECTION OF PROPERTY.
Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe, and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, trash and filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

21. CHECK ONE
☐ This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached.
☒ This lease agreement is for lease only, attach Form #2161 for Relationship Disclosure and Form #2119 for Lead Based Paint Disclosure.

22. SPECIAL AGREEMENTS.
PETS: Non-refundable pet deposit of $200 and an additional rent amount of $25 per month. KEYS & GARAGE DOOR OPENERS: Tenant will return keys & Garage Door Openers or be charged $30 per key and $60 per opener if not returned. APPLIANCES are furnished but tenant is responsible for their repairs. LEASE NOT RENEWED: Tenant will be charged an additional $50 per month if they remain in unit after lease has expired and be considered a month to month tenant. IN THE EVENT tenant defaults and the outstanding balance is referred to a collection agency for collections, the tenant agrees to pay a Collection Fee of 30%, reasonable attorney fees, and interest to be accrued at the annual rate of 10% per annum.

☒ Landlord ☐ Tenant is a real estate licensee and is acting as a principal party in this contract.

LANDLORD SIGNATURE 2/12/2018 DATE	TENANT SIGNATURE 2/12/2018 DATE
Jean Lake Properties, LLC Landlord Printed Name	Eric Garland Tenant Printed Name
LANDLORD SIGNATURE 2/12/2018 DATE	TENANT SIGNATURE 2/28/18 DATE
L. Jean Lake Landlord Printed Name	Eric Garland Tenant Printed Name

Not an Official Court Document

OCT 17 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

AMOSO

AMOSO Realty LLC, a Meta PM Company
226 N. Main St. Ste. 1
Saint Charles MO 63301

Residential Lease
1/25/2022

1. PARTIES AND PROPERTY

Eric Garland, (Tenant) agrees to lease from AMOSO Realty LLC (Broker), acting on behalf of Landlord, the following Property known as:

1933 Meadowtree Ln
Kirkwood, MO 63122-2274,

Other Occupant(s)

2. TERMS

Tenant Agrees to pay a total of $20,520.00 to Broker for a Rental Period of **Twelve (12) months** beginning **03/01/2022** and ending on **02/28/2023.** Tenant covenants and agrees to pay a total monthly rent and fees of **$1,710.00** in advance on day **5** of each month during the term of this lease.

Calculation of Total Monthly Payment due from Tenant:

1. Monthly Rental Rate: **$1,710.00**

2. Monthly Utilities: **$0.00**

Utility Charges are subject to change has the utility bill can change on a monthly basis. This charge represents the current charges. Tenant is responsible for checking their ledger regularly to make sure they make the correct payment.

3. Admin Fees:

3.1 Resident Benefits (per paragraph 6 herein):	**$75.00**
3.2 Pet Fee (per paragraph 7 herein):	**$0**
TOTAL ADMIN FEES:	**$75.00**

TOTAL Monthly Payment Due: **$1,785.00**

EG			
	Initial	Initial	Initial

Either party may terminate this Lease at the end of the term by giving the other party two (2) calendar month's notice (not including the month in which notice is given) prior to the end of the term. If neither party gives notice of termination, the Lease shall automatically be extended on a month-to-month basis with a rent increase of 10% of the current rental rate and the new rent amount shall be known as the Current Rent. In addition to the rent increase,

Tenant shall also pay a **$35.00** per month Month-to-Month Lease Administrative Fee. All other terms of the existing Lease remain the same. Thereafter, Tenant may terminate this Lease upon two (2) calendar month's notice (not including the month in which notice is given) to Landlord, and Landlord may terminate this Lease upon two (2) calendar month's notice (not including the month in which notice is given) to Tenant.

3. LATE FEES

All monthly rent payments shall be paid on or before midnight of the due date without a grace period and if not received by Broker when due, then in addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay a late fee equal to **10%** of the Monthly Rental Rate. If the full balance due is not paid on midnight of the 9th day after the due date, an additional late fee of **5%** of the Monthly Rent will be assessed and due immediately. Late Fees will be assessed if there is ANY amount due to the Broker for any type of charge.

All payments must be received by Broker on or before Due Date, to avoid Late Fees. There is no consideration for post delivery time frame or post dates.

The only acceptable way to dispute a late fee is to use Broker's online dispute form at:
https://contracts.amosoproperties.net/late-fee-dispute-form/

The online location of this form may change from time to time, and Broker will notify you via email of such change.

4. MAKING PAYMENTS

All Payments shall be made to AMOSO Realty LLC or AMOSO Properties, and delivered to

AMOSO Properties
226 N. Main St. Ste. 1
Saint Charles MO 63301

Or to such other place as the Broker may, from time to time, direct.

The following Methods are acceptable forms of payment, some may incur an additional charge.

- You may pay via ACH through your online portal. You will not be charged any additional Fees online or from the Broker or Landlord using this method
- You may pay via Credit Card or Debit Card through your online portal. You will incur convenience fees online using this method.
- You may pay via CASH using CheckFree pay® at any Walmart, Kmart or Ace Cash Express location. Instructions for this will be provided in a separate document. There will be a fee charged by the CheckFee pay® location.
- **NOTE: This is the ONLY way Broker will accept CASH payments**
- You may have a Cashiers Check, or Money Order mailed to our location. This will incur a $5 Paper payment processing fee.
- If you utilize Bank provided Auto payments that have checks sent to us, you will be charged a $5 Paper payment processing fee per occurrence.

5. SECURITY DEPOSIT

Not an Official Court Document

The security deposit of **0.00** payable upon execution of this lease, shall be held by Owner, without interest to Tenant for the term of this lease, in part, as a guarantee for the performance by the Tenant of the agreements contained herein. Broker shall hold the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Broker is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of the tenancy or recover of possession by Landlord (whichever is later), Broker shall either return the the Tenant the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to the Tenant's non-performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one check jointly payable to all Tenants and such refund check and itemization of deduction may be mailed to one Tenant only. NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri Landlord and Tenant Act Chapter 441 and 535 RSMO states that a tenant may not apply or deduct any portion of the security deposit in payment of rent.

If any deductions from the deposit are necessary for repairs or an unpaid balance, Tenant shall pay Broker a $75.00 Security Deposit Processing Administrative Fee. This fee shall not be charged if Property is not damaged or no balance remains on Tenant's account at time of move-out.

The owner of the property, also referred to as Landlord, is holding the Tenant's Security Deposit in an account controlled by them. Upon Termination of this lease and Tenant is determined to be owned a portion of or all of their Security Deposit, Owner/Landlord will be responsible for refunding this monies to the Tenant. If the Broker is still representing the owner at the time of Lease termination, Broker will make every effort to facilitate this transaction. Broker, however, assumes no liability for the Security Deposit on behalf of the owner.

6. RESIDENTS BENEFIT PACKAGE

_ **With Smart Home** (this paragraph shall not be a part of this Agreement if not selected) Tenant shall pay **$110.00** per month, due on the same date as the rent, to cover Broker's costs in providing the following items as part of the Resident Benefits Package: the online Resident Portal, the online Maintenance Portal, free online recurring ACH payments, RLL® Property Damage Liability WaiverSM (PDLW®) ($100,000 in personal liability coverage with up to $15,000 in tenant contents coverage) or Tenant Liability Insurance Landlord deems acceptable with comparable coverages, and home delivery every three (3) months of replacement HVAC filters, Tenant Rewards Program, Utility Coordination, Identity Theft Protection, Pest Control Program services, Credit Reporting, and Smart home services for smart lock, smart thermostat and tenant app to control smart devices. The Monthly Fee of $110.00 may be adjusted by broker from time to time with 30 days notice to Tenant.

X **Without Smart Home** (this paragraph shall not be a part of this Agreement if not selected) Tenant shall pay **$75.00** per month, due on the same date as the rent, to cover Broker's costs in providing the following items as part of the Resident Benefits Package: the online Resident Portal, the online Maintenance Portal, free online recurring ACH payments, RLL® Property Damage Liability WaiverSM (PDLW®) ($100,000 in personal liability coverage with up to $15,000 in tenant contents coverage) or Tenant Liability Insurance Landlord deems acceptable with comparable coverages, and home delivery every three (3) months of replacement HVAC filters, Tenant Rewards Program, Utility Coordination, Identity Theft Protection, Pest Control Program services, and Credit Reporting. The Monthly Fee of

$75.00 may be adjusted by broker from time to time with 30 days notice to Tenant.

7. PETS AND PET ADMIN FEES

We will authorize service animals per the guidelines in HUD publication FHEO-2020-01. Service animal verification will be done by a third party service through Petscreening.com. There will be no charge for this service if the the animal is verified as a service animal.

You are allowed to have up to a total of two (2) Dogs and/or Cats as Pets during your tenancy. No more then two (2) total pets will be allowed. All Dogs and Cats must be pre-approved by us through our pet screening process. You will be responsible to gather information, and provide it for the pet screening process. Your animals will receive a "Fido Score Rating" of One (1) through Five (5). You will be required to pay Pet Rent for your animals. Pet Rents will be applied as follows:

1 Star: $100 per month per pet
2 Star: $75 per month per pet
3 Star: $50 per month per pet
4 Star: $40 per month per pet
5 Star: $30 per month per pet

Any Dog or Cat found at the Rental Unit without prior approval from us will incur an immediate Pet Rent of $200.00, and will be required to go through the pet screening process. If pet is found to have a 1 or 2 star rating, you will be asked to remove the illegal pet within 24 hours, or you will be considered in default of this Lease Contract. If the pet has 3 or more star rating, you will be required to pay the monthly pet rent ongoing or remove the pet.

All Other Animals (mammals, reptiles, birds, fish and insects)
Any mammal other then Dogs and Cats are strictly prohibited as pets at the Rental Unit.
Reptiles and Insects are strictly prohibited as pets at the Rental Unit.
Fish are allowed if approved by us. You will be required to provide us with how they will be tanked, with exact make and model of the tank for our records. You will be responsible for the cost all damages including but not limited to clean up, labor, water damage restoration and any other repair that may be needed, if Fish Tank fails and damage is done to the Rental Unit.
A Bird and only one Bird is allowed if approved by us. You will be required to provide us with how the bird will be caged with exact make and model of the cage for our records. You will be required to pay Pet rent $30/mo to keep a bird in the Rental Unit.
You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the Rental Unit at any time during your term of occupancy (with or without our consent), you will be charged for damages.

There are absolutely no instances in which any animal is allowed at the property without Landlord's prior written approval, this includes visitors animals who are pet-sitting. If an animal is found at the property, it will be considered yours, and you will be responsible for all subsequent pet charges.

8. RETURNED CHECK AND NSF

There shall immediately accrue a charge of $50.00 as an Administrative Fee, for each event of any check returned to the Landlord, payment made online or any other payment method, which upon presentation to the designated

depository is dishonored for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under the lease to be paid by Tenant in the form of cashier check or money order, which will also incur the $5 paper payment processing fee per each occurrence.

9. ADDITIONAL ADMINISTRATIVE FEE TENANT IS RESPONSIBLE FOR

9.1 Rent and Possession Action Admin Fee - $250.00

Notwithstanding anything to the contrary contained herein, if Tenant has any unpaid balance on the 2nd day of the month or day after Tenant selected due date per paragraph 2. Broker may file a Rent and Possession action in the county in which the Property is located. In the event that a rent and possession action is filed against the Tenant, an administrative fee of $250.00 will be assessed to Tenant to cover the costs of Landlord actions. Landlord has the right to charge and recover additional attorneys' fees and court costs as stated herein. In the event that Tenant engages in protracted legal proceedings that cause Landlord's actual out-of-pocket legal expenses to exceed this amount. In addition, if any other legal action is necessary in order for Landlord to recover money owed by Tenant, including but not limited to garnishment, Tenant will also be assessed for the cost of forms, filing fees, and any other applicable court costs.

9.2 Lease Reinstatement Admin Fee.

In the event that Tenant pays the full balance owed, and Landlord agrees to accept the same in his or her sole discretion, Tenant shall also pay a Lease Reinstatement Administrative Fee in the amount of $150.00, due in full at the time payment of the account balance is accepted. Payment must be in the form of certified funds.

9.3 Additional Tenant Application Admin Fee

An additional application fee of $79.00 will be charged to Tenant's ledger for every adult over the age of 18 requested to add to the Lease, to compensate Broker for cost of running background and credit checks and evaluating said additional tenants application.

9.4 Additional Tenant Admin Fee

Tenant shall compensate Broker an Additional Tenant Administrative Fee of $150.00, due on the effective date of this Amendment. Failure to pay this fee shall be treated no differently than failure to pay the monthly rent.

9.5 Landlord Verification Admin Fee

Tenant understands that when applying to rent other properties or when applying for credit, that lenders and landlords will frequently request rental verification from Broker, and sometimes request detailed information on payment history, tenant conduct, etc. Tenant does hereby authorize Landlord to release this information upon request. Tenant shall pay Broker $50.00 as a Landlord Verification Administrative Fee per such request that Broker responds to in order to compensate Broker for the time and resources expended in responding to such inquiries. Broker may decline to respond to such inquiries until payment is received, and Broker may deduct these fees from the Security Deposit upon move-out.

9.6 In-Person Inspection Admin Fee

Broker shall normally conduct the move-in inspection and move-out and send to Tenant results electronically. Should Tenant request, and should Landlord agree at its sole discretion, to conduct an in-person inspection with Broker, Tenant shall pay a $75.00 In-Person Inspection Administrative Fee.

9.7 Cure Notice Admin Fee

In the event that Broker has to send Tenant the notice of default described above for any of the reasons described above, Tenant shall be charged a $35.00 Cure Notice Administrative Fee. In the event that Broker has to personally visit Tenant's property to deliver or post notice on the door, a $100.00 Posting Admin Fee will be charged

9.8 Lost Key or Code Reset Admin Fee

Should Tenant request that Broker provide a spare key because Tenant is locked out of Property or has lost their key, Tenant shall compensate Broker a $75.00 Lost Key Administrative Fee. Broker may only provide keys during normal business hours.

If Tenant's House is equipped with a Broker controlled SmartHome Lock, and Tenant has forgotten their code and Broker needs to reset the code for the tenant, a $25.00 Code Reset Fee will be charged.

9.9 Re-Key Admin Fee

Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of the Landlord. If all keys to Premises and Property are not returned when Tenant vacates Premises, Broker may charge a re-key administrative charge in the amount of $300.00. If Tenant is found to have changed any locks or added additional locks without prior permission of Landlord, Broker shall be entitled to change all locks on Premises and invoice Tenant for the cost of labor and materials. Tenant shall be required to reimburse the Landlord within thirty (30) days. These charges can and will be withheld from and Security Deposit funds available.

9.10 Utility Collection Admin Fee

Tenant acknowledges that all utilities and/or services are to be paid for by Tenant. Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant within three (3) days of the commencement of Lease. At any time thereafter, Landlord may, without notice to Tenant, disconnect any utilities serving Premises which are in the name of Landlord and are not being provided by Landlord under this Lease. Landlord may, at Landlord's option and upon notice to Tenant, pay utilities and be reimbursed by Tenant as additional rent. Any expenses incurred by Landlord under this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of the receipt of an invoice from Landlord (a letter explaining the charge and providing the amount shall constitute an invoice). If Tenant fails to timely pay said invoice, Tenant shall be in default of this Agreement. For the purpose of this paragraph, utilities are defined as the following: Water, Sewer, Electric, Trash, and Gas. **In the event that Tenant does not connect or transfer utilities into the name of Tenant as required above and Landlord continues to receive the bill(s), Tenant shall owe a $25.00 utility collection administrative fee for each utility bill received by Broker.**

9.11 Utility Disconnection Admin Fee

Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move-Out Inspection, including but not limited to, trash, water, electric, and gas. Should Tenant fail to keep utilities on through the Move-Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of $150.00. This fee can be collected from the Security Deposit.

9.12 Repair Bill Admin Fees

In the event that A) Tenant submits a service request and the vendor or Landlord find that the issue was directly caused by Tenant, or B) tenant schedules an appointment with a vendor and is not present at the time of the appointment, or C) submits a service request without any merit in the judgment of Landlord or vendor, then the Tenant shall be responsible for reimbursing Landlord for the cost of that service call, including any commissions paid by Landlord, plus an additional $50.00 Repair Billing Administrative Fee, due no later than the Tenant's next Monthly Due Date after charge is applied to Tenant's ledger.

9.13 Smoking Cleanup Admin Fee and Liquidated Damages

Smoking is not prohibited on Premises per paragraph 17 herein . If tenant is found to have smoked in Premises, Tenant shall be charged $500.00 as liquidated damages to Landlord, and $150.00 as a Smoking Cleanup Administrative Fee to Broker, it being hereby agreed that the actual cost of repairing said damage is difficult to predict, and this amount is a reasonable estimate of Landlord's damages and shall not be construed as a penalty.

9.14 Lease Amendment Admin Fee

For Lease Amendments requested by tenant that are not otherwise outlined in this agreement, there will be $75/hr Fee to Broker charged. If the involvement of an attorney is required, Tenant will be responsible for all attorney costs as well.

9.15 Notice to Vacate Cancellation Admin Fee

If Tenant gives notice to vacate, and subsequently requests to cancel that notice, it shall be at the sole discretion of Broker whether to approve that request. If approved, Tenant shall pay a Notice to Vacate Cancellation Admin Fee as follows, based upon the numbers of calendar days prior to the lease termination date that the request is received: (a) equal to 10% of the Monthly Rent if thirty (30) or more days prior; (b) equal to 25% of the Monthly Rent if between 15 and 29 calendar days prior; and (c) equal to 75% of the Monthly Rent if less than X calendar days prior.

9.16 Late Notice to Vacate Admin Fee

If Tenant gives notice to vacate after the deadline required above, it shall be at the sole discretion of Broker whether to accept that notice. If accepted, Tenant shall pay a Late Notice to Vacate Administrative Fee as follows, based upon the numbers of calendar days prior to the lease termination date that the request is received: (a) $300.00 if thirty (30) or more days prior; Late Notice to Vacate with less than 30 days notice is absolutely not allowed.

9.17 Paper Lease Admin Fee

If Tenant requests a paper copy of the lease to sign rather than signing by electronic signature, or if Tenant

has not provided unique e-mail addresses for every named Financially Responsible Tenant on the lease agreement by the time that Broker sends out the lease renewal offer, Tenant shall pay a **$35.00** Paper Lease Preparation & Postage Administrative Fee, and the deadlines described above for the various Lease Renewal Administrative Charges shall be based upon the date that Broker actually receives the signed lease renewal, not the date that Tenant signs or mails the lease.

9.18 Communication with Owner Admin Fee

Communication With the Owner of the Property is Prohibited: **TENANT IS NOT AUTHORIZED TO COMMUNICATE DIRECTLY WITH LANDLORD. TENANT SHALL COMMUNICATE WITH LANDLORD SOLELY THROUGH BROKER.** Tenant expressly acknowledges and agrees that all of Tenant's inquiries, requests, demands, notices, or other communications intended for Landlord shall be communicated solely to and through Broker, the Landlord's agent under the Lease. This means that Tenant, or anyone acting on behalf of Tenant, is prohibited from attempting any direct contact with Landlord through any communication medium or in-person contact. Tenant understands that Landlord has retained Broker to exclusively lease and manage the Property and desires to have all communications concerning the Property or Lease handled through Broker. Tenant further acknowledges and agrees that any violation of this provision shall be considered an obstruction of Broker's leasing and management duties and responsibilities and Tenant shall be charged an administrative fee of **$100.00 per occurrence.**

10. USE OF PROPERTY

Tenant agrees that the property shall be occupied as a residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.

11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT

Before possession, and if required by any applicable governmental authority, Landlord or Broker shall comply with occupancy code requirements. Tenant shall obtain and pay for an occupancy permit.

12. POSSESSION

Landlord and Broker will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without interference by the Landlord or Broker provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is delivered

13. RLL® PROPERTY DAMAGE LIABILITY WAIVERSM (PDLW®)

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

You are required by this lease to indemnify the property owner up to $100,000 for accidental damages arising from fire, smoke, explosion, water discharge, and sewer backup. Your rental unit is automatically enrolled in the Property

AMOSO Realty LLC, a Meta PM Company
226 N. Main St. Ste. 1
Saint Charles MO 63301

Damage Liability Waiver^{SM} (PDLW®) program per the attached addendum titled RLL® PROPERTY DAMAGE LIABILITY WAIVER^{SM}

Your rental unit is automatically placed on RLL® Property Damage Liability Waiver^{SM} (PDLW®) and therefore subject to an additional rent of $15.00 per month. You are free to obtain your own Tenant Insurance for additional Liability Coverage or additional personal belonging coverage. Obtaining outside insurance coverages WILL NOT relieve your obligation to maintain this Waiver and pay the additional $15.00 per month.

Payment of this additional rent waives your obligation to indemnify the property owner for accidental damages arising from fire, smoke, explosion, water discharge, or sewer backup caused by your negligent acts or omissions up to $100,000. Please note that this additional rent is not an insurance premium, or an insurance cost, or a separate fee.

In situations where the property owner's covered damages are under $100,000, as determined through the adjudication of the claim, affected residents may receive up to the personal property coverage limit of $15,000.00. Amounts received are subject to the terms of any applicable owner insurance policy. In no event shall the sum of the property owner's covered damages and all amounts paid to affected residents exceed $100,000.

By placing your rental unit in the PDLW®, you are not accepting, enrolling, or purchasing an insurance policy nor are you being listed as a named insured under any owner's policy. The Property Damage Liability Waiver^{SM} is not a resident's insurance policy nor is it intended to replace a resident's personal property or liability insurance policy.

Broker has the right to change the carrier of your Liability coverage responsibilities from time to with notice to you.

14. HVAC FILTERS:

Broker shall have HVAC filters delivered to Property approximately every ninety (90) days as part of the Resident Benefits Package in paragraph 6 of this agreement. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Broker upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this Agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant, and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

Liquidated Damages. In the event that Landlord discovers that Tenant has not replaced the HVAC filter(s) as required, Tenant shall pay to Landlord liquidated damages in the amount of $300.00 per filter, it being hereby agreed that the actual reduction in useful life of the HVAC system is difficult to predict, and this amount is a reasonable estimate of Landlord's future damages and shall not be construed as a penalty. Tenant shall also compensate Broker $30.00 as a Filter Non-Replacement Administrative Fee.

15. PERIODIC INSPECTIONS

At approximately three (3) months after the start of the lease and approximately three (3) months prior to the termination date of this Agreement Broker shall conduct itself a detailed interior inspection to a third party vendor of Broker's choosing, to determine the condition of Property. The outcome of these inspections will be used to determine whether Tenant is eligible for lease renewal, and will also be used as a preliminary finding of damages Tenant shall be responsible for repairing in order to have the Security Deposit returned when Tenant vacates. Therefore, Tenant is required to promptly cooperate with the scheduling of this inspection so that it can be completed prior to the two (2) calendar month deadline for notice of non-renewal. In the event that Tenant does not

cooperate with these inspections and they cannot be completed prior to the deadlines, then notwithstanding anything contained herein to the contrary, Tenant is hereby given notice that this Agreement shall not be renewed, and Tenant shall be required to vacate Property no later than the termination date of this Agreement. In addition, the Parties agree that Broker and Landlord shall incur damages if Tenant does not cooperate with the scheduling of this inspection; therefore Tenant shall pay Broker a **$35.00** administrative charge if Tenant fails to cooperate with the inspection, and liquidated damages to Landlord of **$150.00.** The Parties agree that (a) the actual damages are difficult to determine with accuracy; (b) the parties mutually intend to provide for such damages rather than a penalty; and (c) above amounts are a reasonable estimate of such damage.

Broker may ask Tenant to do a "self-guided" inspection using remote based software provided by the Landlord and/or Broker. Tenant will have ten (10) days from this request to complete the inspection using the software provided. If tenant fails to complete the inspection within the ten (10) days, a **$85.00** non-compliance admin charge if Tenant fails to cooperate with the inspection, and liquidated damages to Landlord of **$150.00.** The Parties agree that (a) the actual damages are difficult to determine with accuracy; (b) the parties mutually intend to provide for such damages rather than a penalty; and (c) above amounts are a reasonable estimate of such damage.

16. RIGHT OF ACCESS

You shall assume all responsibility for the terms and conditions of this lease contract at the time of occupancy but no later than the first day of the term hereof. Upon twenty-four (24) hours' advance notice to Tenant, Landlord shall have the right Monday through Saturday from 9:00 a.m. to 8:00p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In the case of emergency, Broker may enter Premises or Property at any time to protect life and prevent damage to Premises and Property. In addition, during the last sixty (60) days of the term of the Lease, during any notice period for early lease termination allowed by this Lease, and during any period when Premises is being leased month-to-month, Landlord may also place a "for rent," "for lease," or "for sale" sign in the yard or on the exterior of any dwelling on Property, may install a lockbox, and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Broker who may show Premises to prospective tenants or buyers. In the event that a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. deny Landlord and/or Broker access to the property for any reason, and if deemed necessary Landlord will use landlord's key to let himself or herself in. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of **$150.00 as liquidated damages;** it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are difficult to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. Tenant shall also compensate Broker a **$35.00** Denial of Access Administrative Fee.

17. SMOKING POLICY

Property is Non-Smoking. Tenant will be responsible for ALL costs associated with Smoke damage and remediation if there is found to be any.

18. RIGHT TO TERMINATE EARLY

Provided that Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all provisions of this paragraph, and termination is as of the last day of a calendar month, Tenant may terminate this Lease before the expiration of the term of the Lease by:

- Giving Landlord no less than sixty (60) days' notice on or before the day rent is due as shown in rent paragraph above; plus

- Paying all monies due through date of termination; plus
- Forfeiting the total amount of any and all deposits; plus
- Paying an amount equal to **Two (2) Month's Rent and other Monthly Charges**; plus
- Returning Premises in a clean and ready-to-rent condition; plus
- Paying a **$250.00** administrative fee.
- The above amounts must be paid in full at the time of notice, and notice shall not be deemed to have been given until such time that the total amounts are paid.
- Tenant hereby agrees that all of the above represents liquidated damages to Landlord and Broker, that the actual amount of damages are difficult to determine, that the above amounts represent a reasonable pre-estimate of the damages, and that these amounts are not a penalty.
- Landlord shall not provide any rental verification or references to other potential landlords until all provisions of this section are fully complied with, and Tenant hereby authorizes Landlord to notify potential landlords if Tenant has expressed a desire to terminate the Lease early without complying with this section. Tenant hereby holds harmless Landlord and Broker for any statements made to potential landlords.

19. HOLDING OVER

Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee equal to **Double the rent** for the period the Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant as an illegal occupant for unlawfully holding over and to file a rent and possession action or unlawful detainer action against the Tenant for the same. In addition, Tenant shall compensate Broker with a **$350.00** Holding Over Administrative Fee.

20. LIABILITY AND INDEMNITY

Landlord and/or Broker shall not be liable to you, your guests or other occupants or persons at the Property for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any other cause. Furthermore, you agree to indemnify and hold us free and harmless from any and all liability for injury to or death of any person, or for damage of property arising from the use and occupancy of the premises by you or from the act or omission any person or persons, including you in or about the leased premises with the your express or implied consent. Per paragraph 13 of this lease contract we suggest you to obtain renters insurance for personal household contents and require the RLL® Property Damage Liability Waiver℠ (PDLW®) for an additional rent of $15.00 per month which is included in the Resident Benefits Package of Paragraph 6 of this agreement. We shall have no duty to furnish smoke detectors, except as required by law, however if furnished, you are responsible for keeping them operating by furnishing batteries.

21. MULTIPLE TENANTS

Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Broker, to any adult Tenant is notice to all Tenants.

22. RESPONSIBILITIES OF LANDLORD

In addition to other responsibilities set forth elsewhere in this lease, Broker and/or Landlord shall be responsible for the cost to maintain the Rental Unit in good and habitable condition including costs associated with reasonable wear and tear of you the tenant, except as provided for damages caused by your neglect.

23. RESPONSIBILITIES OF TENANT

In addition to other responsibilities set forth in this lease contract, Tenants shall:

- Pay all utilities when due including, if applicable, electric, gas, water and trash removal. Tenant shall make arrangements for such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building) through the term of the lease;
- Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly.
- If home is single Family residence, tenant is responsible for Lawn care, and snow removal
- Inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
- Change furnaces filter regularly (at lease every three months)
- Keep air condition compressor clean and free of debris, leaves, grass clippings, vegitation, etc.;
- Comply with HOA/Subdivision, community, or condominium rules and regulations, a copy of which, if applicable, is attached

It is further understood, acknowledged and agreed that you shall:

- Be responsible for the cost of repair of glass, screens, and doors if damaged by accident or neglect of you or anyone else.
- Be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to us 30 days or later after you move-in.
- Be responsible for the cost or repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of you or anyone else.
- Be responsible to immediately notify Us, in writing, or through online maintenance portal, of any repairs needed that , if left unattended, would result in damage to the residence.
- Be responsible for any other cost incurred by us (repairs or otherwise) resulting from accident or your negligence or negligence of your guests or invitees.

In addition, it is understood, acknowledged and agreed that you:

- Shall not paint, or install or remove wallpaper, or other wise alter the rental unit, in any manner without written consent from us.
- Shall not store flammable or hazardous materials.
- Shall keep us informed at all times of your current phone numbers (residence, work and mobile).

24. DESTRUCTION OF PROPERTY

In the event the property is rendered partially uninhabitable by fire or other casualty, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within thirty (30) days after the date of damage or loss, then Tenant shall have the option of termination this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other casualty, the lease shall immediately terminate.

25. CONDEMNATION

In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of

the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) dayus in advance of the rent due date.

26. DEFAULT BY TENANT

In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by the Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit and any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in the paragraph shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or demand performance of any obligation or Tenant , or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

27. ABANDONMENT

If Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personable property shall be paid by Tenant.

28. CRIME FREE AGREEMENT

You, The Tenant, any occupant or member of the your, the tenant's household, an guest or any other person(s) associated with the tenant or your household, at or near the leased premises (the Rental Unit), common areas or appurtenances:

- Shall NOT commit any act or omissions that would constitute a felony or a Class A misdemeanor under Missouri Law;
- Shall NOT engage in any act intended to facilitate the commission of any act or omission that would constitute a felony of a Class A misdemeanor under Missouri Law.
- Shall NOT use or permit the use of leased premises (the Rental Unit) for the commission of any act that would constitute a felony or Class A misdemeanor under Missouri Law.
- Shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises (The House/Rental Unit) which is the responsibility of the Tenant or related to the conduct of the Tenant.

Violation of the above provisions shall be material and irreparable violation of this lease contract and may be good cause for immediate termination of tenancy. A single violation of any of the provisions of this clause shall be deemed a serious violation and a material and irreparable non-compliance. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by preponderance of the evidence.

In case of conflict between the provisions of this clause, and any other provisions of the Lease Contract, the provisions of this clause shall govern to the extent permitted by applicable law.

29. ILLEGAL DRUG WARNING

Illegal drug trafficking, manufacturing or use is a violation of law and this lease contract, subjecting you to all

applicable penalties. In the event you or any member of your family or any of your guest, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal drugs while on our property (the Rental Unit), it shall be just cause for the termination of this lease contract and the eviction of you the tenant. You warrant to us the Landlord that you and any other resident of the the Rental Unit has never been convicted of crimes related to methamphetamine.

30. LAWNCARE

If Rental Unit is a Single Family Home, you are responsible for all of the lawn and gardening upkeep at the Rental Unit. This includes but is not limited to: Mowing the lawn, trimming any bushes on the property and keeping the fence line clear of weed and overgrowth, keeping lawn reasonable free of leaves and debris, and keeping vegetation growth away from the air condenser unit per section 23 of this lease contract. You shall never allow grass to grow higher then eight (8) inches without being mowed and/or trimmed. You will be responsible for any municipal fines incurred, for neglect to maintain the Rental Unit yard/lawn, plus a ten percent (10%) handling fee. Typical municipal fines for failure to maintain your yard are $150.00 to $250.00.

You will park on the property at the Rental Unit at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

31. CONDITION OF PROPERTY AND ALTERATIONS

You accept the Rental Unit's, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.
You will be Provided a "Move-in Condition" Form when keys to your Rental Unit are delivered to you. You will have Fifteen (15) calendar days to report any damages found in the Rental Unit on inspection Form provided by Broker and return it to us after you move-in. If Form is not received by us, all damages discovered during term of the lease and upon move-out shall be deemed to have been caused by you.

32. WAIVER of JURY TRIAL

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

EG | Initial | Initial | Initial

33. AGENCY DISCLOSURE

AMOSO

AMOSO Realty LLC
226 N. Main St. Ste 1
St. Charles MO 63301

Signatures:

10/07/2022 5:17:10 PM

Eric A. Garland

Signature

Signature

Signature

Signature

Not an Official Court Document

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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Form # 2119 01/20

PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEASE DATE: 1/25/2022

PROPERTY: 1933 Meadowtree Ln , Kirkwood MO 63122-2274

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Lessor certifies that this structure was built in 1978 or later.
X Lessor certifies that this structure was built before 1978, but Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☐ Lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and reports available to the Lessor (check one below):
☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

Lessee's Acknowledgment (initial appropriate blanks):
EG Initial Initial Initial Initial Lessee has received copies of all information listed above (leave blank if none provided to Lessee).
EG Initial Initial Initial Initial Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial):
_Agent has informed Lessor of Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. (To be completed by listing agent or if not listed, agent assisting Lessee, unless agent assisting Lessee receives all compensation from Lessee.)

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

1/30/2022 5:17 38 PM
LESSEE SIGNATURE: Eric A. Garland DATE

1/31/2022 2:01:10 PM
LESSOR SIGNATURE: Joe Ord DATE

Lessee Printed Name

AMOSO Realty LLC
Lessor Printed Name

Signature
LESSEE SIGNATURE DATE

LESSOR SIGNATURE DATE

Signature
Lessee Printed Name

1/31/2022 2:01:12 PM
Joe Ord
LESSOR AGENT SIGNATURE DATE

LESSEE AGENT SIGNATURE DATE

Signature
Lessee Agent Signature

Jerry Hopping
Lessor Agent Printed Name

NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker

Signature

Printed Using formaRus.com On-Line Forms Software 1/20

AMOSO Realty LLC, a Meta PM Company
226 N. Main St. Ste. 1
Saint Charles MO 63301

You acknowledge that you have been informed, orally, at the time that we obtained personal and financial information, or provided other specific assistance, and by this written disclosure, that AMOSO Realty LLC, its agents and employees is/are acting on behalf of the owner of the real estate, and any commission paid is from the Owner of the Property. Any information given to the Landlord/Agent by you may be disclosed to the Owner. This is a legally binding instrument and if not understood, you should seek competent legal advice.

EG Initial Initial Initial

34. ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive digital copy of the lease contract for your records.

THIS LEASE HAS A WAIVER OF JURY TRIAL PROVISION

Signatures:

Tenants:

f9b405b8b8bc 1/30/2022 5:15:32 PM

Eric A. Garland

eric@ericgarland.co 47.24.153.191

Signature

Signature

Signature

Landlord:

f9b405b8b8bc 1/31/2022 2:01:09 PM

Joe Ord

joe@amosoproperties.com 192.168.1.105

Not an Official Court Document

dotloop signature verification: [illegible]

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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Form # 2118a 01/20

FILED
OCT 17 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

AMENDMENT TO RESIDENTIAL LEASE

LEASE DATE: 3/1/2022

PROPERTY: 1933 Meadowtree Lane, Kirkwood, MO 63122

BY AND BETWEEN: Eric Garland, Tenant(s) and the undersigned Landlord(s).

Tenant and Landlord agree to amend the Residential Lease only as to those matters checked below.

☐ New beginning date: _____

☑ New ending date: 02/29/2024

☐ New monthly rental fee: $ _____

☐ New total rental amount: $ _____

☐ Paragraph # _____, Line # _____ is changed as follows: _____

☐ Paragraph # _____, Line # _____ is changed as follows: _____

☐ _____

Vijoy Ummer — dotloop verified 02/28/23 9:17 AM CST PZLL-PX02-AN4C-MUH8	Eric Garland — dotloop verified 03/02/23 2:24 PM CST SYBE-BCLM-EZPP-YTFR
LANDLORD SIGNATURE DATE	TENANT SIGNATURE DATE
Vijoy Ummer	Eric Garland
Landlord Printed Name	Tenant Printed Name
LANDLORD SIGNATURE DATE	TENANT SIGNATURE DATE
Landlord Printed Name	Tenant Printed Name

Not an Official Court Document