

LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of _____, 20____, by and between Foxtrot Properties, LLC ("Landlord") and/or _____ ("Tenant(s)").

For and in consideration of the promises and obligations set forth herein, Landlord and Tenant agree as follows:

- 1. Location.** Landlord leases to Tenant the real property commonly known as, _____ located in the City of Springfield, County of Greene, Missouri (the "Property").
- 2. Term of Agreement** This is a lease for a fixed period of _____() month(s), beginning on the _____ day of _____, 2008, and terminating on the _____ day of _____, 2008.
- 3. Lease Payments and Charges.** Tenant covenants and agrees to pay a monthly rental ("Lease Payment") of \$_____ dollars (\$_____) payable to Landlord in advance on the 1st day of each month during the term of this Agreement. All monthly payments of rent must be paid by no later than the date indicated in this paragraph, and there shall be no grace period. If the rent is not paid by the 5th day of the month, then, in addition to any other remedies provided for in this lease or at law or in equity, the Tenant shall pay an additional sum of **Twenty dollars (\$20.00) per day for each day the rent is overdue**, as additional rent. In addition, Tenant shall pay to Landlord a fee of Fifty dollars (\$50.00) for rent returned for insufficient funds. Rent shall be made payable to **Foxtrot Properties** at **P.O. BOX 14181, Springfield, MO 65814**, or at such other place as Landlord may, from time-to-time, direct Tenant to make payment. Landlord may, at Landlord's option, demand that all sums payable under this Agreement be paid by money order or cashier's check in lieu of cash or personal check. Nothing herein contained shall restrict Landlord's right to sell or convey the Property subject to this lease; however, Landlord shall notify Tenant in writing of such sale or conveyance and shall provide Tenant with any new address to which rent must be paid.
- 4. Deposits.** Upon the execution of this Agreement, Tenant shall deposit with the Landlord the sum of \$_____ dollars (\$_____) ("Security Deposit") to be held for the term of this Agreement to guarantee the faithful performance of the Tenant of the agreements of the Tenant set forth herein. Tenant understands and agrees that the Security Deposit may be held in an interest-bearing account and that the Landlord shall be entitled to any and all interest earned thereon. Landlord is hereby authorized to expend such sums as are necessary to correct, clean, or repair damage done by the Tenant and/or Tenant's guest(s) and/or invitee(s) during the term of this Agreement or any extensions thereof. When tenant vacates the premises, a standard \$50.00 charge will be deducted from the security to change all locks in the house. Within (30) days after termination of the tenancy, the party holding the security deposit shall either return to the Tenant the full amount of the security deposit or furnish written itemized list and estimated cost of any of the damages or reasons for which the deposit or any portion thereof is being withheld along with the balance of the deposit, if any. In the event the Security Deposit is not sufficient to repair and restore the damage or loss, the Tenant agrees to pay the Landlord such additional amounts as are necessary to make such repairs or restoration upon notification of the dollar amount thereof. It is understood and agreed that the Tenant shall not become entitled to any return of the Security Deposit until the expiration of the term specified in Paragraph 2 above. Further, in the event that the Tenant's right to occupy the premises is terminated prior to the expiration of the term, due to a default by Tenant, then the Security Deposit shall be forfeited as a termination fee and Tenant shall be responsible for any additional amounts necessary to make such repairs or restoration upon notification of the dollar amount thereof.

It is understood and agreed that the written itemized list or refund of security deposit as set forth above may be provided to any Tenant who has signed this lease in the event of multiple tenants. The Tenant to whom such list or monies are provided shall indemnify and hold Landlord harmless from any claims by other Tenants regarding all or a portion of the Security Deposit.

NOTE: In no event shall the Tenant fail to make a rental payment intending to use the deposit as an installment for and payment of any rental obligation in this Lease.

5. Upon the execution of this Agreement, Tenant shall deposit with the Landlord the sum of \$ _____ dollars (\$ _____) (“Pet Deposit”) to be held for the term of this Agreement to guarantee the faithful performance of the Tenant of the agreements of the Tenant set forth herein. Tenant understands and agrees that the Security Deposit may be held in an interest-bearing account and that the Landlord shall be entitled to any and all interest earned thereon. Monies paid for the Pet Deposit are paid to allow one dog (weighing less than 35 pounds) and one household cat to live at the Property with the Tenant. The Pet Deposit is non-refundable, and covers _____ pets. An additional Pet Deposit of \$400 will be required for each additional pet that is found to be living on or in the property. The additional Pet Deposit is payable immediately.
6. **Use and Occupancy.** Tenant agrees that the Property shall be used and occupied as a residence only and shall not be used for any other purposes without prior written consent of Landlord. However, Tenant may conduct lawful business by computer, mail, telephone or facsimile from the Property so long as customers, clients, patients, employees or other business associates do not come to the Property for business purposes. Nothing in this Paragraph shall prohibit the Tenant from hosting reasonable numbers of guests for limited periods of time. Tenant agrees that no more than _____ persons shall occupy the premises and that all adult occupants shall agree in writing to be bound by the terms of this Agreement. The following persons are authorized to occupy the Property: _____

Any proposed occupant of the Property, not a party to this Agreement, shall be reported to the Landlord or Landlord’s representative prior to such party taking occupancy and shall be subject to the same application procedure as the original Tenant and the Landlord may reject the proposed additional occupant for any lawful reason. Persons to whom the foregoing applies include any persons occupying the Property for more than 7 consecutive days or for more than 15 days per month. Any violation of this Paragraph 5 shall constitute a default under this Agreement and Landlord may terminate the lease upon ten (10) days written notice to Tenant.

7. **Restrictions.** In addition to the limitations set forth in this Agreement, Tenant agrees to comply with any and all recorded restrictions, easements, zoning laws or other legal restrictions regarding the use of the Property. In addition, Tenant agrees that from time-to-time, Landlord may publish rules and regulations regarding the use of the Property and Tenant agrees to abide by the same as if such rules and regulations are included in this Agreement; it being understood that failure to abide by such rules and regulations will constitute a default under this Agreement.
8. **Inspection of Premises.** Tenant agrees that he/she/they have inspected the Property prior to the execution of this Agreement and finds the same to be in good, safe and clean condition and repair except as may be otherwise noted in writing. Tenant further agrees that he/she/they will keep said property in a good, safe and clean condition and will keep the Property free from any debris, trash or filth. Unless authorized in writing by Landlord, Tenant shall not undertake any repairs, painting, wallpapering, carpeting, electrical or plumbing repairs, or any other alteration of the Property. Further, Tenant will not do anything to create a danger of fire or which may cause an increase in insurance rates or a cancellation of insurance. Upon expiration of this Agreement or termination, Tenant agrees to surrender possession of the Property and furnishings in good, clean and safe, condition and repair, ordinary wear and tear excepted. Tenant agrees that no representation as to condition has been made and that no promises to decorate, alter, repair or improve the Property has been made by Landlord or Property Manager except that which has been set forth herein.
9. **Rules and Regulations.** Attached to this Agreement are rules and regulations relating to the use of the Property (“Rules and Regulations”) and the same are incorporated herein by this reference. It is understood and agreed that Landlord may, from time to time, amend, add to, or delete matters addressed in the Rules and Regulations without affecting the validity of the remaining items. Tenant’s failure to abide by any of the Rules and Regulations shall constitute a default under this Agreement and Landlord shall be entitled to pursue any available remedy at law or in equity including, but not limited to, immediate termination, an action for damages, injunction or surrender of the Property to Landlord.
10. **Illegal Activity.** Tenant shall not engage in any illegal activity on the Property, nor allow any of Tenant’s family members, guests and/or invitees to engage in any illegal activity on the Property; such activity include, but not be limited to, the illegal possession of, use of, or sale or distribution of any controlled substances. In such event, and

after ten (10) day's notice from Landlord, the tenancy shall be deemed terminated and the Landlord shall have the right to re-enter and take possession of the Property.

11. **Tenant Responsibility.** Tenant shall be responsible for any violation of this Agreement or any rules or regulations relating to the Property committed by members of Tenant's family, guests and/or invitees. Any such violation shall be deemed a violation by Tenant and Landlord may pursue any rights or remedies available under this Agreement or by law. Tenant shall be responsible for any damage caused by members of Tenant's family, guests and/or invitees.
12. **Landlord's Covenant of Quiet Enjoyment and Right of Entry.** Landlord will permit the Tenant to hold, occupy and enjoy the Property during the term of the tenancy without interference by Landlord provided that Tenant observes and performs all agreements and obligations made by Tenant in this Agreement, and provided that Landlord shall have the right to enter the Property in the following circumstances:
 - a. at any time, in case of an emergency, for the protection or preservation of the Property;
 - b. after reasonable notice to Tenant and at a reasonable time to perform maintenance and repairs at the Property;
 - c. after reasonable notice to Tenant and at a reasonable time to inspect the Property for any damage or destruction or to determine whether the Tenant is performing the agreements and obligations set forth herein;
 - d. for a period of 30 days prior to the termination of the term of this Agreement, after reasonable notice to Tenant and at a reasonable time to show the Property to prospective tenants;
 - e. at any reasonable time, upon reasonable notice to Tenant, to show the Property to prospective purchasers and/or lenders; or
 - f. in accordance with Missouri law when Tenants has abandoned the Property, as follows:

If (i) Tenant shall be in default in the payment of rent for at least thirty days, (ii) the Landlord has a reasonable belief that the Tenant has vacated the Property and intends not to return, and (iii) the Landlord has provided notice to Tenant as required by Missouri law, the Landlord may, in its sole discretion, without terminating any Tenant's obligations under this Agreement, enter the Property, and remove or dispose of any of Tenant's property remaining in the Property. Such removal and disposal shall not result in any liability to Tenant or anyone claiming by or through Tenant.

13. **Smoke Detectors, Carbon Monoxide Detectors, Fire Extinguishers and Light Bulbs.** The Property contains installed and properly functioning smoke detectors, carbon monoxide detectors and fire extinguishers. It is the Tenant's responsibility to keep all such safety devices in appropriate locations inside the Property and in good working condition. It is the Tenant's responsibility to make sure that these safety devices are properly equipped with a power supply, be it battery or through electrical outlet where appropriate. Tenant is to notify Landlord immediately if any such safety devices begin malfunctioning or stop operating. If Tenant vacates the property with damaged safety devices or safety devices in need of batteries the replacement cost of the devices will be withheld from the security deposit. Tenant also agrees to bear the replacement cost of any and all light bulbs in the house. If Tenant vacates the property without replacing all non-working or missing light bulbs, the cost of the light bulbs will be withheld from the security at \$5.00 per standard bulb and \$20 per fluorescent bulb.
14. **Lead-based Paint Acknowledgment.** The Property was built prior to 1978. (NO) (YES). If YES< then Tenant acknowledges receipt and review of the below Disclosure Form for Information of Lead-Based Paint and/or Lead-Based Paint Hazards provided by Landlord and Tenant further acknowledges receipt of EPA pamphlet, "Protect Your Family From Lead in Your Home".

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

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 (Landlord(s)) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (Tenant(s)) must also receive a federal approved pamphlet on lead poisoning prevention.

LANDLORD DISCLOSURE (check “√” all that apply):

_____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ Landlord has not reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____ Landlord has knowledge of lead-based paint and/or lead-based paint hazards that are present in the housing (explain): _____

_____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List the documents.)

TENANT ACKNOWLEDGMENT (Initial All That Apply):

_____ Tenant has received the pamphlet “Protect Your Family From Lead in Your Home”.

_____ Tenant has received copies of all information listed above.

15. Assignment and Subletting. Tenant may not assign this Agreement or sublease all or any part of the Property without first obtaining Landlord’s written approval and consent to the assignment or sublease. Landlord may condition any assignment or sublease on the proposed occupant complying with the Landlord’s application procedures or any other lawful requirements deemed prudent by Landlord.

16. Casualty Damage. If the Property is rendered partially untenable by fire or other casualty, and such casualty is not the result of any wrongful or negligent act of Tenant or any family member, guest and/or invitee of Tenant, rent shall be reduced proportionately until such time as the Property is wholly tenantable, and Landlord may proceed as soon as possible to render the Property wholly tenantable, and if necessary repairs or restoration are not finished within thirty (30) days after the date of the damage or loss, the Tenant shall have the option of terminating this lease by giving Landlord written notice of such termination and, in such event, neither party shall have any further obligation to the other (except that Tenant shall remain liable for any unpaid rent and other charges set forth in Paragraph 3 herein). If the Property is completely destroyed or rendered wholly untenable by reason of fire or other casualty, and such casualty is not the result of any wrongful or negligent act of Tenant or any family member, guest and/or invitee of Tenant, then at the option of the Tenant, this lease shall terminate upon written notice to Landlord and a pro rata share of any prepaid rent shall be returned to Tenant together with any unexpended portion of the security deposit and neither party shall have any further obligation to the other (except that Tenant shall remain liable for any unpaid rent and other charges set forth in Paragraph 3 herein). If Tenant does not elect to terminate the tenancy, then rent shall be abated until such time as the Property is fit for occupancy. *Tenant is advised that Tenant should obtain renter’s insurance coverage for Tenant’s personal property.*

17. Default by Tenant. In the event of default by the Tenant of ANY provision of this Agreement (including, but not limited to, the obligation to pay rent), Landlord shall be entitled to re-enter and take possession of the Property, and to remove the tenant, or any other person(s) occupying the Property and Tenant shall, upon written demand by Landlord, quit and surrender the Property to Landlord. Provided, however, that the Tenant’s obligation to pay rent for the full term shall not be terminated, but the Tenant shall be entitled to credit for any rentals thereafter collected by the Landlord for re-entering the 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 herein or as provided by law. In addition, the prevailing party in any action shall be entitled to recover any and all costs and reasonable debt collector and/or attorney’s fees involved in enforcing the provision of this Agreement.

18. Liability and Indemnity. Neither Landlord nor Property Manager shall be liable to Tenant, Tenant’s family, guests, invitees, or other occupants or persons on the premises for injury, damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, Tenant’s negligence or any other caused beyond Landlord or Property Manager’s control. FURTHER, LANDLORD SHALL NOT BE LIABLE TO TENANT, HIS OR HER FAMILY, GUESTS, OR INVITEES FOR INJURY TO ANY PERSON OR PET, NOR FOR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF TENANT) OCCURRING IN OR ABOUT THE PROPERTY FROM ANY CAUSE WHATSOEVER, EVEN IF THE DAMAGES OR INJURIES ARE ALLEGED

TO BE THE FAULT OF OR CAUSED BY THE NEGLIGENCE, CARELESSNESS OR FAULT OF LANDLORD AND/OR LANDLORD'S AGENT(S). Tenant agrees to indemnify and hold Landlord and Property Manager free and harmless from any and all liability for injury to any person or death of any person or persons, or for damage of property arising from the use and occupancy of the Property by Tenant or from the act or omission of any person or persons, including Tenant.

19. Holdover. If Tenant fails to vacate the premises on or before termination of the lease period, or 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 other prospective tenants or buyers for damages such as lost rentals or profits of sale, lodging expenses and attorney's fees.

20. Non-Discrimination. Landlord and Property Manager comply with the Federal Fair Housing Act and other laws relating to discrimination in housing. This Lease and the terms of the relationship with Tenant are entered into without regard to race, color, religion, national origin, ancestry, sex, disability, familial status, or any other trait protected by law.

21. Waiver. Waiver by Landlord of any default, breach or failure of tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach of failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re-entry or termination hereinbefore provided for by reason of any other breached or lapse which was in existence at the time such payment or payments were accepted by Landlord.

22. Waiver of Jury Trial. TENANT AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR CONTERCLAIM (INCLUDING AN UNLAWFUL DETAINER ACTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE TENANT AND LANDLORD.

23. Miscellaneous. This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions and agreements, and this Agreement may not be modified by any party except by initialing changes herein or by signature of all parties. The provisions, covenants and conditions of this Lease shall bind and insure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sub lessee of Tenant. This Lease shall be construed and governed by the laws of the State of Missouri.

24. Full Disclosure. The Tenant(s) signing this Agreement understands that this Agreement is a legally binding contract and agrees that they fully understand all the provisions of the Agreement and the obligations and responsibilities of each party, as set forth herein. Tenant(s) acknowledges that they have had the opportunity to consult with legal counsel regarding this Agreement. They further state that they agree to fulfill their obligation in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by Tenant(s) on this Agreement is an acknowledgment that they have received a signed copy of the Agreement.

25. Certification. The parties certify that they have reviewed the information relating to lead-based paint disclosure and certify, to the best of their knowledge, that the information they have provided with respect to the same is true and accurate.

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

LANDLORD:

TENANT:

Foxtrot Properties, LLC