



RESIDENTIAL LEASE

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

THIS RESIDENTIAL LEASE ("Lease") is made and entered into by and between _____ ("Landlord") and _____ ("Tenant").

For and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

1. LEASE. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, certain premises (the "Premises") located at: (**Check box if description attached**)

_____ Street Address _____ City _____ State _____ Zip Code _____ County
together with such personal property and furnishings as are set forth here (**or check box if schedule attached**): _____

(If any parking space(s) is/are included as part of the Premises, identify below by checking and completing all that apply):

Attached Garage Offsite location (*identify*) _____
Number of Spaces = _____ Reserved Unreserved Other (*Describe*) _____

Note: *If any separate charges or fees (in addition to Rent set forth in Section 4) are to apply with respect to parking or otherwise, then the parties should specify such in the "Special Agreements," Section 35, of this Lease.*

2. TERM. (Check applicable box and complete information to specify whether a fixed term or month-to-month lease)

This paragraph, if used, shall bind the parties to a fixed lease term commencing on _____, 20____, and terminating at 12:00 p.m. (noon) on _____, 20____ (the "Term").

This paragraph, if used, shall bind the parties to a lease term from month to month, commencing on _____, 20____ and continuing month to month until terminated by Landlord or Tenant, by giving the other party at least thirty (30) days Notice of termination before the next Rent payment date (the "Term").

3. RENEWAL OPTION. (If the following is not applicable, insert "zero," "0," "N/A" or "Not Applicable")

Tenant shall have the right to extend the Term for _____ additional period(s) of _____ (____) years each, commencing on the expiration of the then current Term (*i.e.*, expiration of the base Term with respect to commencement of the first extension period; expiration of the first extension period with respect to commencement of the second extension period, *etc.*) of this Lease. Such right shall be deemed effectively exercised only if Tenant gives Landlord Notice thereof at least _____ days (*ninety (90) days if none stated*) prior to the expiration of the then current Term and only if Tenant is not in default at the time of such exercise. All terms and provisions of this Lease shall apply during the extension Term(s), except that Rent payable pursuant to the Lease shall be increased (but in no event decreased) as follows: _____

Tenant's failure to exercise its right to extend the Term (*if more than one (1) extension option is permitted hereby*) shall cause all rights to future extensions to lapse. It is expressly understood that the right to extend granted herein is personal to the person(s) expressly named as the initial Tenant in this Lease and shall not inure to the benefit of any successor, assignee or subtenant of Tenant's interest under this Lease.

48 **4. RENT.** Tenant agrees to pay a total of \$_____ to Landlord for the entire Term of this lease.
49 Tenant agrees to pay an amount ("Rent") of _____ Dollars (_____) per
50 month, payable in advance on the _____ day of each month during the Term of this Lease. The first full
51 month's Rent (together with per diem Rent if the Term commences other than on the first day of the month)
52 shall be paid upon execution of this lease. Any parking charges, and any other fees or amounts to be paid by
53 Tenant to Landlord pursuant to the terms of this Lease (other than Rent) are collectively referred to as
54 "**Additional Fees.**" Additional Fees shall be due and payable no earlier than thirty (30) days after Notice
55 thereof is delivered to Tenant (unless otherwise specified herein). Rent and Additional Fees are collectively
56 referred to as "**Rent**". All Rent shall be paid on or before the date when due without set-off, counterclaim,
57 deduction or a grace period whatsoever. Tenant agrees to pay (check all that apply) \$_____ for each month that Rent remains unpaid after due date; \$_____ for each day that
58 Rent remains unpaid after due date as a late charge. This provision is in addition to all other rights and
59 remedies provided by this Lease and shall not affect Landlord's right to declare Tenant in default for failure to
60 pay any sum when due. All Rent shall be payable to _____
61 at _____
62 (Number, Street, City, State and Zip Code) or at such other place as Landlord may from time to time direct.

63
64
65 **Check this Box only if the following is to apply.** Tenant hereby authorizes Landlord to electronically
66 withdraw from Tenant's Account (hereinafter defined) monthly payments of Rent during the Term. Tenant shall
67 notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant's
68 account (the "**Account**") is located and the number of the Account, and execute authorization forms
69 acceptable to effectuate the payment of Rent as above provided. Tenant shall retain sufficient amounts in the
70 Account for monthly withdrawals throughout the Term. If Tenant desires to change the Account to another
71 financial institution, Tenant shall give Landlord prior Notice thereof and execute authorization forms to enable
72 Landlord to electronically withdraw Rent as above provided, without hiatus.

73
74 **5. SECURITY DEPOSIT.** Upon execution of this Lease Tenant shall deliver the sum of *(not to exceed two (2)*
75 *months in Missouri; in Kansas one (1) month unfurnished; one and one-half (1-1/2) months furnished and*
76 *additional one-half (1/2) month with pets Rent)* _____ Dollars
77 (_____) (the "**Security Deposit**") to **(check one)** Landlord or Landlord's property manager
78 to be held for the Term as security for Tenant's performance of its obligations as herein specified. Landlord
79 may withhold from the Security Deposit such amounts as are reasonably necessary to **(a)** remedy Tenant's
80 default in the payment of Rent; **(b)** restore the Premises to its condition at the commencement of the Term,
81 ordinary wear and tear excepted; or **(c)** compensate Landlord for actual damages sustained as a result of
82 Tenant's failure to give adequate Notice to terminate this Lease pursuant to law or the terms hereof; and as
83 may otherwise be permitted by applicable law. Within thirty (30) days after termination of the Lease, Landlord
84 shall either return the full amount of the Security Deposit or furnish to Tenant a written itemized (within fourteen
85 (14) days in Kansas) list of the damages for which the Security Deposit or any portion thereof is withheld
86 (along with the balance thereof, if any) as required by §535.300 RSMo. in Missouri and K.S.A. §58-2550 in
87 Kansas. Refund may be made by one check, jointly payable to all known persons and entities constituting the
88 Tenant. Such refund check and any itemization of damages may be mailed to one Tenant only. The Security
89 Deposit does not constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual
90 damages in excess thereof, or permit Tenant to apply any portion thereof in lieu of payment of any Rent due
91 under this Lease. The Security Deposit (and any prepaid Rent or other deposit hereunder) may be held in an
92 interest bearing account. Any interest earned shall be paid to Landlord (or its property manager if and as so
93 designated from time to time). If Landlord conveys its interest under this Lease the Security Deposit may be
94 turned over to Landlord's grantees or assigns. In such case Tenant hereby releases Landlord from any liability
95 and shall look solely to such grantee or assign with respect to the Security Deposit.

96
97 **6. USE RESTRICTIONS.** Tenant agrees that the Premises shall be used and occupied as a residence only,
98 in compliance with all zoning and any other applicable laws, and shall not be used for any other purposes
99 without Landlord's prior written consent. Nothing in this paragraph shall prohibit Tenant from hosting
100 reasonable numbers of guests for limited periods of time. Tenant agrees that no more than _____ (____)
101 persons per bedroom shall occupy the Premises. All adult occupants shall agree in writing to be bound by the
102 terms of this Lease. Any proposed adult occupant of the Premises who has not signed this Lease shall be

103 subject to Landlord's application procedures and reported to Landlord prior to such party taking occupancy.
104 Landlord may reject a proposed additional occupant for any lawful reason.
105

106 **7. JOINT LIABILITY.** Each adult occupant at the Premises is deemed a Tenant hereunder and shall be jointly
107 and severally liable for all obligations of and sums due from the Tenant under this Lease. A violation by any
108 person constituting the Tenant is deemed a violation by all. Each such Tenant shall be fully responsible for the
109 actions of all other Tenants and all guests, invitees, employees, agents, occupants or other persons located at
110 the Premises at any time. Landlord may, but shall not be obligated to, proceed directly against any one or
111 more person constituting the Tenant without waiving any right or remedy Landlord may have against any other
112 Tenant. No discharge of any Tenant, in bankruptcy, insolvency proceeding or otherwise, shall in any way or to
113 any extent discharge or release any other Tenant from any liability or obligation hereunder. Delivery of Notice
114 to any adult occupant shall constitute Notice to all Tenants.
115

116 **8. PREMISES CONDITION.** Tenant has inspected the Premises (and within five (5) days prepared a written
117 inventory signed by both parties in Kansas as required by K.S.A. §58-2548) prior to execution of this Lease
118 and, unless and except as may be otherwise noted below regarding Landlord's Work, shall accept and take
119 possession on the commencement date in its "as-is" condition. If Landlord shall fail for any reason to put
120 Tenant in possession, with all of Landlord's Work completed (*if required*), within three (3) days after the
121 scheduled commencement date, then Tenant's sole right and remedy shall be to either **(a)** terminate this Lease
122 by delivering Notice to Landlord prior to delivery of possession as aforesaid; or **(b)** receive an abatement of
123 Rent until possession is so delivered to Tenant. Tenant agrees to keep the Premises in at least as good order,
124 condition and repair as when received, free from any debris, trash or filth, and to not do anything to create a
125 danger of fire or cause an increase in rates or cancellation of insurance. Tenant shall notify Landlord
126 immediately of any repairs needed that, if left unattended, would result in damage to the Premises, such as
127 water leakage, roof damage, wall cracks and/or holes, termite or insect damage, *etc.* Landlord shall keep and
128 maintain the foundation, exterior walls and roof of the building in which the Premises are located and the
129 utilities and structural portions of the Premises in good repair and habitable condition, except that any repairs
130 required to be made by reason of the negligence, willful misconduct or neglect of Tenant (or others as
131 described in Section 7) shall be Tenant's sole responsibility. Landlord may choose to make such repairs and
132 Tenant shall reimburse Landlord for the cost thereof together with interest thereon at the rate equal to three
133 percent (3%) in excess of the publicly announced prime rate of U.S. Bank, N.A. (or its successors), but not to
134 exceed the highest rate permitted by applicable law (the "**Default Rate**") from the date of expenditure by
135 Landlord until the date of reimbursement by Tenant. Landlord shall not be required to make any other
136 improvements or repairs of any kind upon the Premises. The parties specifically acknowledge and agree that
137 **(check one)** Landlord or Tenant shall be responsible to maintain the lawn (*if any*) at the Premises (or
138 cause the same to be maintained); and Landlord or Tenant shall be responsible for removal of snow and
139 ice (or cause the same to be removed).

140 (*If the following is not applicable, insert "N/A" or "Not Applicable"*) "**Landlord's Work**" is limited to the
141 following items (*if any*) which (*unless otherwise specified*) shall be completed prior to the scheduled
142 commencement date of the Term: _____
143 _____
144 _____
145 _____
146 _____

147 **9. SURRENDER OF POSSESSION.** Upon expiration or earlier termination of the Term of this Lease, Tenant
148 shall surrender possession of the Premises in as good order, condition and repair as when received, ordinary
149 wear and tear excepted, shall remove all personal property and debris, clean the Premises thoroughly and, if
150 needed, have the carpet cleaned by a professional cleaning company. Tenant shall reimburse Landlord for
151 any repairs or cleanup that is necessary and not completed by Tenant prior to surrendering possession of the
152 Premises.
153

154 **10. NO ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublease the Premises or any
155 portion thereof to any other person or entity without Landlord's prior written consent.
156

157 **11. DRUGS.** Illegal drug trafficking or use or possession of illegal drugs is a violation of law and this Lease,
158 subjecting Tenant to immediate termination of this Lease and to all applicable penalties, including those
159 provided under §441.710 *et seq.* R.S.Mo. (in Missouri) If Tenant or any other person uses or is involved in the
160 use, possession or distribution of illegal drugs while in, on or about the Premises, such shall be just cause for
161 eviction.

162
163 **12. UTILITIES.** Tenant shall pay all utilities, including connection fees, that are separately metered for the
164 Premises when due, except for: _____.

165
166 **13. QUIET ENJOYMENT/ACCESS.** Landlord will permit Tenant to quietly and peaceably hold, occupy and
167 enjoy the Premises during the Term without unreasonable interference by Landlord, provided that Tenant is not
168 in default hereof, and provided further that Landlord or its designated agent(s) shall have the right (but no
169 obligation) at all reasonable times upon prior Notice (except if an emergency) to inspect the condition of the
170 Premises, determine if Tenant is complying with all terms hereof, make necessary or desirable repairs, and to
171 show the Premises to prospective tenants or buyers.

172
173 **14. LANDLORD LIABILITY/INDEMNITY.** Landlord (and its property manager if any is so designated from time
174 to time) shall not be liable to Tenant, Tenant's guests or any other occupant or person at the Premises, for any
175 injury, damage or other loss to any person or property caused by Tenant or any other occupant or person,
176 including but not limited to theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, acts of God
177 or force majeure or any other cause, excluding only Landlord's (or its property manager's) willful misconduct or
178 extreme and reckless indifference and disregard for safety and rights of others, it being specifically
179 acknowledged however that Landlord shall have absolutely no duty or responsibility of any kind with respect to
180 safety or security at the Premises. Subject thereto, Tenant agrees to indemnify and hold Landlord (and its
181 property manager, if any) free and harmless from any and all liability for injury to or death of any person, or for
182 damage of any property, arising from the use and occupancy of the Premises or by the act or omission of any
183 person, including costs of defense and reasonable attorneys fees. Tenant shall report any criminal incident in
184 or near the Premises to Landlord, and if requested shall fill out a report and participate in any investigation
185 Landlord may undertake. Should Landlord establish any security procedures or policy, Tenant shall abide by
186 the same.

187
188 **15. INSURANCE.** During the Term, Tenant shall maintain Tenant/Renters insurance coverage and if
189 requested, shall provide proof of coverage prior to taking possession. Tenant shall maintain insurance on
190 Tenant's own personal property if Tenant desires this coverage. Tenant acknowledges that loss of or damage
191 thereto will not be covered by the proceeds of any insurance maintained by Landlord and hereby releases
192 Landlord from any and all claims for loss, damage or inconvenience. Landlord will maintain fire and extended
193 homeowners/hazard casualty replacement coverage and liability insurance covering the building in which the
194 Premises is located during the Term. Landlord and Tenant hereby waive all rights each may have against the
195 other on account of any loss or damage occasioned to the person or property of Landlord or Tenant, the
196 Premises or its contents, arising from any risk which is insured against by Landlord or Tenant (to the extent of
197 such insurance proceeds), and the parties each, on behalf of their respective insurance companies insuring the
198 property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have
199 against Landlord or Tenant, as the case may be.

200
201 **16. CASUALTY.** If the Premises are rendered partially uninhabitable by fire or other casualty, Rent shall be
202 equitably reduced until such time as the Premises are wholly habitable or this Lease is terminated. If Landlord
203 does not elect to terminate this Lease, then Landlord shall proceed without undue delay to render the Premises
204 wholly habitable, and if not finished within one month after the date of damage or loss, then Tenant shall have
205 the option of terminating this Lease immediately thereafter by giving to Landlord Notice of termination. If the
206 Premises are totally destroyed or rendered wholly uninhabitable, then at the option of either party, this Lease
207 shall terminate upon Notice (five (5) days in Kansas) to the other and any prepaid Rent shall be refunded to
208 Tenant together with any unexpended portion of the Security Deposit. If the parties do not elect to terminate,
209 then Rent shall be wholly abated until the Premises is repaired and fit for occupancy.

210 **17. DEFAULT.** If Tenant shall fail to make any payment of Rent on or before when the same is due, or to
211 comply with any other term, covenant or agreement herein contained, Tenant shall be in default hereof and
212 Landlord shall have the option to pursue any one or more right or remedy provided for herein without Notice or
213 demand whatsoever, which rights and remedies shall be in addition to, and not in lieu of, any other rights and
214 remedies provided for at law or in equity, including but not limited to those set forth at §441.065 RSMo in
215 Missouri and K.S.A. §58-2565 in Kansas if Tenant abandons the Premises. No failure to exercise, nor any
216 delay in exercising any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any
217 single or partial exercise by Landlord of any such right or remedy preclude any other or further exercise thereof
218 or any other right. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be
219 construed as a waiver of any subsequent or different default, breach or failure. No payment by Tenant or
220 receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on
221 account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter
222 accompanying any payment be deemed an accord and satisfaction. Landlord may accept such payment
223 without prejudice to Landlord's right to recover the balance due or pursue any other remedy, or in any way
224 waiving Landlord's rights with respect thereto or any other breach.
225

226 **18. HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or sooner
227 termination of the Term without Landlord's written consent, such holding over shall constitute a default hereof
228 and, without limiting any other right or remedy of Landlord at law or in equity, create and be deemed to be a
229 tenancy at sufferance, terminable without Notice of any kind except as may be required in accordance with
230 law, but subject to all other terms of this Lease insofar as the same may apply to such a tenancy, except that
231 Tenant shall pay, in addition to all other charges payable by Tenant hereunder, for each day that Tenant holds
232 over, Rent at an amount equal to two (2) times in Missouri and one and one-half (1-1/2) in Kansas the rate (on
233 a per diem basis) of Rent herein provided to be paid during the last month of the Term. Landlord's receipt of
234 holdover Rent shall not relieve Tenant of liability to Landlord for damages resulting from Tenant's holdover.
235

236 **19. ENFORCEMENT/ATTORNEY FEES.** If Landlord enforces any provision of this Lease through court action,
237 then in addition to any damages or equitable relief, Tenant will pay Landlord's costs and expenses of litigation,
238 including court costs and (in Missouri) reasonable attorney fees. The provisions of this Section shall survive
239 any termination of this Lease.
240

241 **20. NOTICES.** Unless otherwise specifically provided herein or under applicable law, any notice, consent,
242 approval, request, waiver, demand or other communication (collectively, "**Notice**") required under this Lease to
243 be given by or on behalf of either party to the other shall be in writing and may be given by mailing such Notice
244 by registered or certified mail return receipt requested, addressed to Landlord (or Property Manager on its
245 behalf if so indicated), or to Tenant (as the case may be), at the address set forth on the signature page of this
246 Lease. Notice to Tenant may also be effectively delivered to the Premises following initial occupancy thereof
247 by Tenant. Notice to either party may also be sent via other means (including personal delivery, courier or
248 messenger service or otherwise as permitted or required under applicable law, such as posting or legal
249 publication). Any such Notice shall be deemed to have been duly given when actually received by the
250 intended recipient (or as otherwise provided under applicable law). Refusal to accept service of a Notice shall
251 constitute delivery of the Notice. A party may designate a new address for purposes of payment of Rent or
252 delivery of Notice hereunder by giving at least fifteen (15) days' advance Notice thereof to the other party in the
253 manner provided above.
254

255 **21. RULES AND REGULATIONS.** The following Rules and Regulations (and as the same may be revised or
256 supplemented from time to time by Landlord upon Notice to Tenant) shall be additional covenants and
257 agreements on the part of Tenant. Failure to comply with or observe any Rules and Regulations shall be
258 deemed a violation by Tenant of this Lease.

- Tenant shall keep the Premises and any common areas provided for Tenant use in connection with the Premises, including halls, stairways, elevators, yard, sidewalks, driveways, recreation and parking areas, free from trash, debris or filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such common areas, but shall be stored in the Premises or such other place which Landlord may provide. Tenant shall not interfere with the use and enjoyment of any such areas by Landlord or any other tenant.

265 • Garbage, trash, waste and debris shall be kept in the kind of container, placed in the areas, and prepared
266 for collection in the manner and at the times and places specified by Landlord. If Landlord designates a
267 service to pick up such items, Tenant shall use the same at Tenant's cost. Landlord may require Tenant to
268 contract directly for such service with a designated service provider. Food stuffs, garbage and refuse shall be
269 stored and removed from the Premises in leak proof containers. Tenant shall clean and remove any evidence
270 of such leakage at its expense.

271 • Automobiles of Tenant and all family members, guests, invitees, agents or employees, shall be parked in
272 regular parking places, if provided, and in no other place. No trailer of any kind shall be parked or stored at
273 any place on or around the Premises without Landlord's prior written approval.

274 • Tenant shall not make any alterations to the Premises, and shall not paint, wallpaper, decorate or
275 otherwise change the Premises in any manner, including but not limited to installing any nails, screws or other
276 devices for hanging pictures or other items on or from the walls or woodwork, without Landlord's prior written
277 consent.

278 • Tenant shall not play any musical instrument or mechanical device or work with power tools in such
279 manner as to disturb Landlord or neighbors. Tenant shall not allow loud, disturbing noises or voices by Tenant
280 or Tenant's family, guests, invitees, agents or employees.

281 • Tenant shall not place or cause to be placed or permit anywhere in or about the Premises any sign,
282 advertisement or announcement whatsoever, without Landlord's prior written consent.

283 • Plumbing fixtures shall be used for the purposes intended only. Cloths, cardboard, grease or other
284 materials not designed for disposal in this manner shall not be placed in or disposed of in any plumbing fixture,
285 Tenant shall be liable for any costs or repair by reason of such misuse.

286 • Tenant shall not alter, replace or add locks upon any door or window without Landlord's prior written
287 consent, and shall return all keys to Landlord upon termination of this Lease. Landlord agrees to change locks
288 upon written request of Tenant and payment in advance of all applicable locksmith or other contractor service
289 fees.

290 • Waterbeds are prohibited without Landlord's written approval and certificate of insurance before move-in.

291 • Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under,
292 from or about the Premises any flammable or hazardous substances other than customary cleaning supplies
293 and solvents typically used in connection with residential properties.

294 • Tenant shall ensure that the air conditioner compressor is kept clean and free of debris at all times, and
295 that all filters are changed regularly (at least every 3 months).

296 • Tenant shall inspect smoke alarms monthly and replace batteries when needed

297
298 **22. RIDERS. Check A or B below to indicate all items (if any) attached hereto and incorporated herein.**

299 **Option to Purchase:**

300 A. Lease does not provide option to purchase

301 B. Option to Purchase

299 **Pet Addendum:**

300 A. Lease does not allow for animals of any kind

301 B. Pet Addendum

302
303 **23. ENTIRE AGREEMENT/MODIFICATION.** This Lease and any attachment(s) hereto (if any) constitute the
304 entire agreement between the parties and there are no other understandings, written or oral, relating to the
305 subject matter hereof. This Lease may not be changed, modified or amended, in whole or in part, except in a
306 writing signed by Landlord (or its property manager if and as may be designated from time to time by Notice
307 form Landlord) and any adult occupant constituting Tenant (which shall be binding on all other persons and
308 entities, if any, constituting the Tenant hereunder).

309
310 **24. LEAD-BASED PAINT DISCLOSURE.** Disclosure of Information on Lead-Based Paint and/or Lead-Based
311 Paint Hazards (**check one**) IS IS NOT attached to this Lease and signed by Landlord, Tenant and
312 Broker(s).

313
314 **25. SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an
315 original, but all of which shall constitute one and the same instrument. For purposes of executing this Lease, a
316 document signed and transmitted by facsimile machine or a scanned image, such as a pdf via e-mail, is to be
317 treated as an original document.

318 **26. GOVERNING LAW/CONSTRUCTION.** This Lease shall be construed in accordance with the laws of the
319 state where the Premises are located. Section captions in this Lease are intended solely for convenience of
320 reference and will not be deemed to modify, place any restriction upon, or explain any provision of this Lease.
321 If any one or more provision contained in this Lease shall for any reason be held to be invalid, illegal or
322 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to
323 terminate this Lease or to affect any other provision hereof, but rather this Lease shall, to the fullest extent
324 permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable
325 provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in
326 order to determine the intent of the parties.

327 **27. PRINCIPAL(S) INVOLVED. (Check one, none or both, if and as may be applicable)**

328 Landlord Tenant is a licensed real estate broker or salesperson and is a principal party in this
329 transaction.
330

331 **28. BROKER COMPENSATION.** Except as may be specifically set forth in the "Special Agreements," Section
332 35 of this Lease, any real estate commission or other compensation due to the undersigned (the "**Broker(s)**")
333 will be paid by (**check one, neither or both, as applicable**) Landlord Tenant, pursuant to separate
334 agreement. Landlord and Tenant each represent to the other that the Broker(s) identified in Section 29 below,
335 is (are) the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold
336 harmless the other party to this Lease from any loss, liability and damage, including without limitation prevailing
337 party fees and costs incurred by the other party that arises from this transaction as a result of any claim made
338 by any other person purporting to act on behalf of such party. The provisions of this Section shall survive
339 expiration or termination of this Lease.
340

341 **29. BROKERAGE RELATIONSHIP.** Landlord and Tenant acknowledge the real estate licensee(s) involved in
342 this transaction may be acting as agents of the Landlord, agents of the Tenant, Transaction Broker(s) or
343 Disclosed Dual Agents (**Available only in Missouri**). The Licensee acting as an agent of the Landlord has a
344 duty to represent the Landlord's interest and will not be the agent of the Tenant. Information given by the
345 Tenant to a Licensee acting as an agent of the Landlord will be disclosed to the Landlord. The Licensee acting
346 as an agent of the Tenant has a duty to represent the Tenant's interest and will not be an agent of the
347 Landlord. Information given by the Landlord to a Licensee acting as an agent of the Tenant will be disclosed to
348 the Tenant. A Licensee acting in the capacity of a Transaction Broker is not an agent for either party and does
349 not advocate the interests of either party. A Licensee acting as a Disclosed Dual Agent (**Available only in**
350 **Missouri**) is acting as an agent for both the Landlord and the Tenant, and when acting as a Disclosed Dual
351 Agent, a separate Dual Agency Disclosure Addendum is required.
352

353 **LANDLORD AND TENANT HEREBY ACKNOWLEDGE THE REAL ESTATE BROKERAGE**
354 **RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THE BROKERAGE**
355 **RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR**
356 **TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR**
357 **IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**
358

359 **Licensee assisting Tenant is a:**
360 **(Check appropriate box)**

- 361 **Tenant's Limited Agent** in Missouri and
362 Tenant's Agent in Kansas (acting on behalf of Tenant)
363 **Landlord's Limited Agent** in Missouri and Landlord's
364 Agent in Kansas (acting on behalf of Landlord)
365 **Dual Agent** (acting on behalf of both Landlord
366 and Tenant in Missouri only)
367 **Designated Agent** (designated to act
368 on behalf of Tenant)
369 **Transaction Broker Assisting Tenant** (not acting
370 on behalf of either Landlord or Tenant)
371 **Subagent of Landlord** (acting on behalf of Landlord)
372
373

Licensee assisting Landlord is a:
(Check appropriate box)

- Tenant's Limited Agent** (acting on
behalf of Tenant)
 Landlord's Limited Agent in Missouri and
Landlord's Agent in Kansas (acting on
behalf of Landlord)
 Dual Agent (acting on behalf of both
Landlord and Tenant in Missouri only)
 Designated Agent (designated
to act on behalf of Landlord)
 Transaction Broker Assisting Landlord
(not acting on behalf of either Landlord or
Tenant).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

374 _____
375 BROKERAGE

374 _____
375 BROKERAGE

376
377 _____
378 Licensee assisting Landlord Date

376
377 _____
378 Licensee assisting Tenant Date

379
380 _____
381 Licensee's Printed Name

379
380 _____
381 Licensee's Printed Name

382
383 **30. FRANCHISE DISCLOSURE.** Although one or more Broker may be a member of a franchise, the franchisor
384 is not responsible for the acts of said Broker(s).

385
386 **31. LEASE INFORMATION.** Permission is hereby granted by Landlord and Tenant for Broker(s) to provide
387 information about this Lease, including but not limited to rental rates, Term and Premises address, to any multi-
388 listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other
389 professional users of real estate data.

390
391 **32. ANTI-TERRORISM.** Each party hereto represents and warrants to each other and to Broker(s) that such
392 party is not, and is not acting directly or indirectly for or on behalf of any person or entity, named as a Specially
393 Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom you
394 are prohibited to do business under anti-terrorism laws, and agrees to deliver a certificate to that effect which
395 contains its tax identification number.

396
397 **33. TIME IS OF THE ESSENCE. Time is of the essence in performance of the obligations of the parties**
398 **under this Lease.** All references to a specified time shall mean Central Time. Unless specified otherwise
399 herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

400
401 **34. SUBMISSION OF LEASE.** Negotiation and submission of an offer to either party for signature does not
402 constitute an option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last
403 party to sign this Lease has delivered a fully executed copy to the other party.

404
405 **35. SPECIAL AGREEMENTS.** _____
406 _____
407 _____
408 _____
409 _____

410
411 **IN WITNESS WHEREOF,** the parties have entered into this Lease as of the last date set forth below their
412 respective signatures *(Add additional signature pages if needed)*.

413 ***Note: All adult occupants at the Premises are deemed a Tenant and must sign this Lease. Failure to do so***
414 ***shall be a default hereof. Notice delivered to the Notice Address set forth at below left (or as subsequently***
415 ***directed by a Notice from Tenant) shall be deemed delivery of Notice to all Tenants.***

416 **TENANT:**

417 _____

418 _____

419 Tenant _____ Date _____

420 _____

421 Print Name _____

422 _____

423 Notice Address: _____

424 _____

425 Phone: _____

426 Work Phone: _____

427 Cell Phone: _____

428 Fax : _____

429 E-mail: _____

430 _____

Tenant _____ Date _____

Print Name _____

Tenant _____ Date _____

Print Name _____

Tenant _____ Date _____

Print Name _____

431 **LANDLORD:**

432 *(Sign here if Landlord is to sign this Lease and*

433 *receive the Security Deposit and all Rent and*

434 *Notices in Landlord's Name)*

435 _____

436 _____

437 _____

438 Landlord _____ Date _____

439 _____

440 _____

441 _____

442 Print Name _____

443 Address: _____

444 _____

445 Phone: _____

446 Cell Phone: _____

447 Fax: _____

448 E-Mail: _____

449 _____

PROPERTY MANAGER:

(Sign here if Property Manager is to sign this Lease and

receive the Security Deposit and all Rent and Notices

on behalf of Landlord)

Property Manager's Firm Name

(as authorized agent of Landlord)

Property Manager _____ Date _____

Title: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Form, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2012. Last revised 09/11. All previous versions of this document may no longer be valid.