

MISSOURI LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

_____ ("Landlord"), with a mailing address of:

AND

TENANT(S):

_____ ("Tenant").

The Landlord and Tenant may collectively be referred to as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

The Premises consists of:

☐ A Single-Family Home

☐ An Apartment

☐ A Condominium

☐ A Room

☐ Other: _____

The Premises includes the following furnishings and appliances:

II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM.** This Lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed or the Lease converts to a month-to-month tenancy by mutual agreement.

☐ **MONTH-TO-MONTH.** This Lease shall commence on the _____ day of _____, 20____ and continue on a month-to-month basis. Either party may terminate this arrangement by providing written notice of at least one (1) month prior to the date of termination, in accordance with Missouri Revised Statutes Section 441.060.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Electronic Transfer

☐ Other: _____

Payment instructions:

IV. LATE FEES AND RETURNED CHECKS

If rent is not paid by the _____ day of the month, the Tenant shall pay a late fee of:

☐ \$ _____ (flat fee)

☐ _____ % of the monthly rent

If a check is returned for insufficient funds (NSF), the Tenant shall pay a fee of \$ _____, in addition to any bank charges incurred by the Landlord.

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit.

Statutory Limit: Pursuant to Missouri Revised Statutes Section 535.300, this amount shall not exceed two (2) months' rent.

Return of Deposit: In accordance with Missouri Revised Statutes Section 535.300, the Landlord shall return the security deposit, or the balance thereof, within thirty (30) days after the termination of the tenancy. If any deductions are made, the Landlord must provide a written itemized list of damages and the costs of repairs.

The Security Deposit may be used for:

1. Default in the payment of rent;
2. Restoring the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; and
3. Damages resulting from the Tenant's failure to give adequate notice of termination.

VI. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows (check responsible party):

Landlord Tenant

- | | | |
|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Electricity |
| <input type="checkbox"/> | <input type="checkbox"/> | Gas/Heat |
| <input type="checkbox"/> | <input type="checkbox"/> | Water |
| <input type="checkbox"/> | <input type="checkbox"/> | Sewer |
| <input type="checkbox"/> | <input type="checkbox"/> | Trash Removal |
| <input type="checkbox"/> | <input type="checkbox"/> | Cable/Internet |
| <input type="checkbox"/> | <input type="checkbox"/> | Lawn Care |
| <input type="checkbox"/> | <input type="checkbox"/> | Snow Removal |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests staying more than _____ consecutive days or more than _____ days in a twelve-month period require written consent from the Landlord.

VIII. PETS

☐ **NO PETS.** No pets or animals of any kind are allowed on the Premises.

☐ **PETS ALLOWED.** The Tenant is permitted to keep the following pet(s):

Pet Fee (Non-Refundable): \$ _____

Pet Deposit (Refundable): \$ _____

IX. MAINTENANCE AND REPAIRS

Tenant's Obligations: The Tenant shall keep the Premises in a clean and sanitary condition. The Tenant is responsible for minor repairs and damages caused by the Tenant, guests, or pets. The Tenant shall promptly notify the Landlord of any necessary repairs or dangerous conditions.

Landlord's Obligations: The Landlord shall maintain the structure, roof, plumbing, heating, and electrical systems in good working order and ensure the Premises is fit for human habitation.

X. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises to inspect the property, make necessary repairs, or show the property to prospective tenants or buyers. Except in cases of emergency, the Landlord shall provide the Tenant with reasonable notice (typically 24 hours) before entering.

XI. MISSOURI SPECIFIC DISCLOSURES

1. Methamphetamine Production Disclosure (RSMo § 441.236):

The Landlord discloses that to the best of their knowledge (check one):

- ☐ The Premises have NOT been used for methamphetamine production.
- ☐ The Premises HAVE been used for methamphetamine production. If checked, the Landlord must provide the Tenant with documentation verifying that the property has been remediated according to state standards.

2. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

- ☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure form).
- ☐ After 1978.

XII. DEFAULT AND REMEDIES

If the Tenant fails to pay rent when due or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with Missouri law.

Rent and Possession: Pursuant to Missouri Revised Statutes Chapter 535, if rent is unpaid, the Landlord may file a suit for Rent and Possession to recover the property and unpaid rent.

Unlawful Detainer: If the Tenant holds over after the termination of the lease or violates lease terms, the Landlord may pursue an action for Unlawful Detainer pursuant to Missouri Revised Statutes Chapter 534.

XIII. ABANDONMENT

If the Tenant is absent from the Premises for a period of thirty (30) consecutive days while rent is

in default, or if the Tenant removes a substantial portion of their belongings while rent is in default, the Premises shall be deemed abandoned. The Landlord may enter, re-rent the Premises, and dispose of any personal property remaining in accordance with Missouri law.

XIV. ASSIGNMENT AND SUBLETTING

Pursuant to Missouri Revised Statutes Section 441.030, the Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord.

XV. INDEMNIFICATION

The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence or unlawful act of the Landlord, their agents, or employees.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both Parties.

XVIII. ADDITIONAL TERMS AND CONDITIONS

XIX. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Missouri

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ (Landlord) and

_____ (Tenant), to me known to be the persons described
in and who executed the foregoing instrument, and acknowledged that they executed the same as
their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)