

Residential Lease

This Lease is entered into by and between HP Partners, LLC, ("Landlord"), and _____ ("Tenant").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises: 3801 Hyde Park Ave., **Columbia, MO 65201** (the "Premises"). This Lease also includes all the furnishings and personal property in the Premises.
2. **TERM.** The term of this Lease will commence on _____, **2010** and will continue until _____, **2011**, on the same terms and conditions herein. Either party may terminate this Lease upon 60 days prior written notice to the other party from the first of the final 2 months of lease term. This Lease may also terminate sooner according to the provisions hereof.
3. **RENT.** Tenant agrees to pay to Landlord, without any deduction or set off, rental payments in the amount of **\$670.00** per month, payable in advance on the first day of each month during the term of this Lease. Rent shall be paid to Landlord at **212 E. Green Meadows Rd. Suite 6, Columbia, MO 65203**, or at such other address as Landlord may specify in writing to Tenant. Time is of the essence in this Lease. **Washer and dryer included in the lease, with maintenance.**
4. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of **\$670.00** to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. The security deposit shall be held and applied as provided by the laws of Missouri. **The security deposit may not be applied by Tenant to the payment of rent.** If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.
5. **LATE CHARGES.** If Tenant fails to pay any installment of rent or any other amount within 5 days of the date the same is due, Tenant shall pay Landlord a late payment charge equal to **\$5.00 per day**.
6. **USE.** The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to _____. Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere with the enjoyment of other tenants or neighbors. Tenant will not permit any hazardous act or use of the Premises which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises. Tenant will not permit any lien or encumbrance to be placed on the Premises or building in which the Premises are located.
7. **UTILITIES.** Tenant will pay for the following utilities and services furnished to the Premises: **Water, Gas, Electricity, Sewer, and Trash** Landlord will pay for the following utilities and services furnished to the Premises: **None**. Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.
8. **MAINTENANCE AND CONDITION.** Tenant acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition. Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall use all fixtures, appliances, and facilities in a reasonable manner. Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises and common areas in a habitable condition. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.
9. **ALTERATIONS.** Tenant shall not paint or deface the Premises, or make any alterations, additions or improvements without on each occasion obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease; provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the Premises to its former condition.
10. **DELIVERY OF POSSESSION.** If Landlord is unable through no fault on its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent will be prorated according to when possession is given to Tenant. If Landlord is unable to deliver possession within 30 days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for any delay or failure to deliver.

11. **PETS.** Tenant shall be allowed to keep the following pet(s) in or about the Premises: _____. No other animals or pets of any kind may be kept in or about the Premises without Landlord's prior written permission. An additional non-refundable **\$100.00** is deposited for a pet described above. No dogs of the "Pit Bull Breed" are allowed on the premises.
12. **QUIET ENJOYMENT.** By paying the rent and observing all the terms and conditions herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.
13. **ACCESS.** Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.
14. **TERMINATION IN EVENT OF SALE.** It is expressly agreed that Landlord, at its option, may terminate this Lease upon 30 days prior written notice to Tenant in the event of a sale of the building containing the Premises.
15. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld. Notwithstanding any assignment or subletting, Tenant will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord to terminate this Lease.
16. **FIRE AND CASUALTY.** This Lease will terminate upon a total destruction of the Premises or building containing the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises or the building containing the Premises are damaged by fire or other casualty so as to render the Premises untenable, rent will be abated until Landlord shall have restored the same to substantially their former condition. Provided, however, that if Landlord elects not to repair such damage, or if such repairs shall not have been completed within 60 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.
17. **FIREPLACE:** If the premises has a wood fireplace, tenant will be responsible for condition of the flue and will have the flue swept and properly maintained before using the fireplace. Tenant will immediately notify the Landlord in writing if a problem exists in relation to the safety of the fireplace, and will cease to use the fireplace until repaired.
18. **CONDEMNATION.** If the Premises or any part thereof, or any part of the building containing the Premises is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Landlord or Tenant. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to Landlord. Tenant agrees to sign any assignments or other instruments that Landlord may reasonably request to accomplish the foregoing.
19. **LOSS OR DAMAGE.** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.
20. **INDEMNIFICATION.** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.
21. **DEFAULT.** Tenant will be in default of this Lease upon the occurrence of any one of the following events:
 - (a) failure to pay any installment of rent or any other amount hereunder on the date the same is due;
 - (b) failure to perform or comply with any other agreement, term or condition of this Lease;
 - (c) abandonment of the Premises;
 - (d) any misrepresentation or omission of Tenant or any guarantor made to Landlord in connection with this Lease; or
 - (e) assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.
22. **REMEDIES OF LANDLORD.** Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of the state of Missouri. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, attorney's fees, costs of

regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

23. **NO WAIVER.** The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.
24. **SUBORDINATION OF LEASE.** This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the building in which the Premises are located. Although no further act by Tenant is necessary to accomplish the above, Tenant agrees to sign any other instruments subordinating this Lease as Landlord may reasonably request.
25. **SURRENDER AND HOLDING OVER.** At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.
26. **NOTICES.** All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to Tenant at the address of the Premises or to Landlord at **212 E. Green Meadows Rd. Suite 6, Columbia, MO 65203**, or to such other address as either party may specify in writing to the other.
27. **ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.
28. **INVALID PROVISIONS.** If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **PARTIES BOUND.** This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
30. **RIDERS.** The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.
31. **KEYS . . .** 2 keys shall be provided to the tenants. Additional copies are the responsibility of the tenants. In the event a tenant is "locked out" the landlord will provide entry 3 times without charge. A \$15 fee will be charged for each additional entry.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE.

IN WITNESS WHEREOF, this Lease is executed under seal on the _____ day of _____, 2010__.

Executed in the presence of:

TENANT

LANDLORD

, Partner

HP Partners, LLC

GUARANTY

FOR VALUE RECEIVED, and in consideration of Landlord entering into the above Lease with Tenant, the undersigned hereby unconditionally guarantees the prompt and full payment of rent and other amounts due there under, and the performance by Tenant of all other obligations, terms and conditions of the Lease. The undersigned waives notice of acceptance of this Guaranty, demand, notice of Tenant's default, and surety ship defenses of all kinds. Landlord may extend the time of payment or performance, or release or grant any indulgence to Tenant without releasing the liability of the undersigned. Landlord need not proceed against Tenant prior to proceeding against the undersigned. The undersigned agrees to pay all costs, expenses and attorney's fees incurred by Landlord in enforcing the Lease and this Guaranty.

Dated _____, 20_____.

Executed in the presence of:

WITNESS

GUARANTOR

(Signature of Witness)

[guarantor's name] (Seal)

(Signature of witness)

GUARANTOR

[guarantor's name] (Seal)

STATE OF Missouri

COUNTY OF Boone

In _____, on the _____ day of _____, 20_____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

Seal

My Commission Expires: _____

STATE OF Missouri

COUNTY OF Boone

In _____, on the _____ day of _____, 20_____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

Seal

My Commission Expires: _____