**KANSAS RESIDENTIAL LEASE AGREEMENT**

## This document has legal consequences.

***If you do not understand it, consult your attorney.***

1. **THIS RESIDENTIAL LEASE** (“**Lease**”) is made and entered into by and between
2. (“Landlord”) and 3 (“**Tenant**”). 4

5 For and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows: 6

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

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# Street Address City State Zip Code County

1. together with such personal property and furnishings as are set forth here **(*or check box if schedule***

## attached):

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1. (*If* any *parking space(s) is/are included as part of the Premises, identify below by checking and completing all that*
2. *apply):*
3. Attached Garage Offsite location *(identify)*
4. Number of Spaces = Reserved Unreserved Other *(Describe)*
5. **Note:** *If any separate charges or fees (in addition to Rent set forth in Section 4) are to apply with respect to*
6. *parking or otherwise, then the parties should specify such in the “Special Agreements,” Section 35, of this Lease*. 23

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

1. ***month lease)***
2. This paragraph, if used, shall bind the parties to a fixed lease term commencing on ,
3. 20 , and terminating at 12:00 p.m. (noon) on , 20 (the “**Term**”).
4. This paragraph, if used, shall bind the parties to a lease term from month to month, commencing on
5. , 20 and continuing month to month until terminated by Landlord or
6. Tenant, by giving the other party at least thirty (30) calendar days’ Notice of termination before the next
7. Rent payment date (the “**Term**”). 32

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

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

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1. Tenant’s failure to exercise its right to extend the Term *(if more than one (1) extension option is permitted hereby)*
2. shall cause all rights to future extensions to lapse. It is expressly understood that the right to extend granted
3. herein is personal to the person(s) expressly named as the initial Tenant in this Lease and shall not inure to the
4. benefit of any successor, assignee or subtenant of Tenant’s interest under this Lease.
5. **4. RENT.** Tenant agrees to pay a total of $ to Landlord for the entire Term of this lease. Tenant
6. agrees to pay an amount (“Rent”) of Dollars ($ ) per month, payable
7. in advance on the day of each month during the Term of this Lease. The first full month’s Rent (together
8. with per diem Rent if the Term commences other than on the first day of the month) shall be paid upon execution
9. of this lease. Any parking charges, and any other fees or amounts to be paid by Tenant to Landlord pursuant to
10. the terms of this Lease (other than Rent) are collectively referred to as “**Additional Fees**.” Additional Fees shall
11. be due and payable no earlier than thirty (30) calendar days after Notice thereof is delivered to Tenant (unless
12. otherwise specified herein). Rent and Additional Fees are collectively referred to as “**Rent**”. All Rent shall be
13. paid on or before the date when due without set-off, counterclaim, deduction or a grace period whatsoever.
14. Tenant agrees to pay (check all that apply) $ for each month that Rent remains unpaid
15. after due date; $ for each day that Rent remains unpaid after due date as a late
16. charge. This provision is in addition to all other rights and remedies provided by this Lease and shall not affect
17. Landlord’s right to declare Tenant in default for failure to pay any sum when due. All Rent shall be payable to

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1. at
2. (Number, Street, City, State and Zip Code) or at such other place as Landlord may from time to time direct. 66
3. ***Check this Box only if the following is to apply.*** Tenant hereby authorizes Landlord to electronically
4. withdraw from Tenant’s Account (hereinafter defined) monthly payments of Rent during the Term. Tenant
5. shall notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant’s
6. account (the “**Account**”) is located and the number of the Account, and execute authorization forms
7. acceptable to effectuate the payment of Rent as above provided. Tenant shall retain sufficient amounts in the
8. Account for monthly withdrawals throughout the Term. If Tenant desires to change the Account to another
9. financial institution, Tenant shall give Landlord prior Notice thereof and execute authorization forms to enable
10. Landlord to electronically withdraw Rent as above provided, without hiatus. 75
11. **5. SECURITY DEPOSIT.** Upon execution of this Lease Tenant shall deliver the sum of (*not to exceed two (2)*
12. *months in Missouri; in Kansas one (1) month unfurnished; one and one-half (1-1/2) months furnished and*
13. *additional one-half (1/2) month with pets Ren*t) Dollars ($ )
14. (the “**Security Deposit**”) to ***(check one)*** Landlord or Landlord’s property manager to be held for the Term
15. as security for Tenant’s performance of its obligations as herein specified. Landlord may withhold from the
16. Security Deposit such amounts as are reasonably necessary to **(a)** remedy Tenant’s default in the payment of
17. Rent; **(b)** restore the Premises to its condition at the commencement of the Term, ordinary wear and tear
18. excepted; or **(c)** compensate Landlord for actual damages sustained as a result of Tenant’s failure to give
19. adequate Notice to terminate this Lease pursuant to law or the terms hereof; and as may otherwise be permitted
20. by applicable law. Within thirty (30) calendar days after termination of the Lease, Landlord shall either return the
21. full amount of the Security Deposit or furnish to Tenant a written itemized (within fourteen (14) calendar days in
22. Kansas) list of the damages for which the Security Deposit or any portion thereof is withheld (along with the
23. balance thereof, if any) as required by §535.300 RSMo. in Missouri and K.S.A. §58-2550 in Kansas. Refund may
24. be made by one check, jointly payable to all known persons and entities constituting the Tenant. Such refund
25. check and any itemization of damages may be mailed to one Tenant only. The Security Deposit does not
26. constitute liquidated damages and nothing herein shall limit Landlord’s right to recover actual damages in excess
27. thereof, or permit Tenant to apply any portion thereof in lieu of payment of any Rent due under this Lease. The
28. Security Deposit (and any prepaid Rent or other deposit hereunder) may be held in an interest bearing account.
29. Any interest earned shall be paid to Landlord (or its property manager if and as so designated from time to time).
30. If Landlord conveys its interest under this Lease the Security Deposit may be turned over to Landlord’s grantees
31. or assigns. In such case Tenant hereby releases Landlord from any liability and shall look solely to such grantee
32. or assign with respect to the Security Deposit.
33. **6. USE RESTRICTIONS.** Tenant agrees that the Premises shall be used and occupied as a residence only, in
34. compliance with all zoning and any other applicable laws, and shall not be used for any other purposes without
35. Landlord’s prior written consent. Nothing in this paragraph shall prohibit Tenant from hosting reasonable numbers
36. of guests for limited periods of time. Tenant agrees that no more than (\_\_) persons per bedroom shall
37. occupy the Premises. All adult occupants shall agree in writing to be bound by the terms of this Lease. Any
38. proposed adult occupant of the Premises who has not signed this Lease shall be subject to Landlord’s application
39. procedures and reported to Landlord prior to such party taking occupancy. Landlord may reject a proposed
40. additional occupant for any lawful reason. 106
41. **7. JOINT LIABILITY.** Each adult occupant at the Premises is deemed a Tenant hereunder and shall be jointly and
42. severally liable for all obligations of and sums due from the Tenant under this Lease. A violation by any person
43. constituting the Tenant is deemed a violation by all. Each such Tenant shall be fully responsible for the actions of
44. all other Tenants and all guests, invitees, employees, agents, occupants or other persons located at the Premises
45. at any time. Landlord may, but shall not be obligated to, proceed directly against any one or more person
46. constituting the Tenant without waiving any right or remedy Landlord may have against any other Tenant. No
47. discharge of any Tenant, in bankruptcy, insolvency proceeding or otherwise, shall in any way or to any extent
48. discharge or release any other Tenant from any liability or obligation hereunder. Delivery of Notice to any adult
49. occupant shall constitute Notice to all Tenants. 116
50. **8. PREMISES CONDITION.** Tenant has inspected the Premises (and within five (5) calendar days prepared a
51. written inventory signed by both parties in Kansas as required by K.S.A. §58-2548) prior to execution of this
52. Lease and, unless and except as may be otherwise noted below regarding Landlord’s Work, shall accept and take
53. possession on the commencement date in its “as-is” condition. If Landlord shall fail for any reason to put Tenant
54. in possession, with all of Landlord’s Work completed *(if required)*, within five (5) calendar days after the scheduled
55. commencement date, then Tenant’s sole right and remedy shall be to either **(a)** terminate this Lease by delivering
56. Notice to Landlord prior to delivery of possession as aforesaid; or **(b)** receive an abatement of Rent until
57. possession is so delivered to Tenant. Tenant agrees to keep the Premises in at least as good order, condition
58. and repair as when received, free from any debris, trash or filth, and to not do anything to create a danger of fire
59. or cause an increase in rates or cancellation of insurance. Tenant shall notify Landlord immediately of any repairs
60. needed that, if left unattended, would result in damage to the Premises, such as water leakage, roof damage, wall
61. cracks and/or holes, termite or insect damage, *etc.* Landlord shall keep and maintain the foundation, exterior
62. walls and roof of the building in which the Premises are located and the utilities and structural portions of the
63. Premises in good repair and habitable condition, except that any repairs required to be made by reason of the
64. negligence, willful misconduct or neglect of Tenant (or others as described in Section 7) shall be Tenant’s sole
65. responsibility. Landlord may choose to make such repairs and Tenant shall reimburse Landlord for the cost
66. thereof together with interest thereon at the rate equal to three percent (3%) in excess of the publicly announced
67. prime rate of U.S. Bank, N.A. (or its successors), but not to exceed the highest rate permitted by applicable law
68. (the **“Default Rate”**) from the date of expenditure by Landlord until the date of reimbursement by Tenant.
69. Landlord shall not be required to make any other improvements or repairs of any kind upon the Premises. The
70. parties specifically acknowledge and agree that: ***(check one)*** Landlord or Tenant shall be responsible to
71. maintain the lawn (*if any*) at the Premises (or cause the same to be maintained); and Landlord or Tenant
72. shall be responsible for removal of snow and ice (or cause the same to be removed). 140
73. *(If the following is not applicable, insert “N/A” or “Not Applicable”)* **“Landlord’s Work”** is limited to the following
74. items *(if any)* which *(unless otherwise specified)* shall be completed prior to the scheduled commencement date
75. of the Term: \_

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

152 **10. NO ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublease the Premises or any portion

153 thereof to any other person or entity without Landlord’s prior written consent. 154

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

160 **12. UTILITIES.** Tenant shall pay all utilities, including connection fees, that are separately metered for the Premises

161 when due, except for: \_ . 162

1. **13. QUIET ENJOYMENT/ACCESS.** Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy the
2. Premises during the Term without unreasonable interference by Landlord, provided that Tenant is not in default
3. hereof, and provided further that Landlord or its designated agent(s) shall have the right (but no obligation) at all
4. reasonable times upon prior Notice (except if an emergency) to inspect the condition of the Premises, determine if
5. Tenant is complying with all terms hereof, make necessary or desirable repairs, and to show the Premises to
6. prospective tenants or buyers. 169
7. **14. LANDLORD LIABILITY/INDEMNITY.** Landlord (and its property manager if any is so designated from time to
8. time) shall not be liable to Tenant, Tenant's guests or any other occupant or person at the Premises, for any
9. injury, damage or other loss to any person or property caused by Tenant or any other occupant or person,
10. including but not limited to theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, acts of God or
11. force majeure or any other cause, excluding only Landlord's (or its property manager’s) willful misconduct or
12. extreme and reckless indifference and disregard for safety and rights of others, it being specifically acknowledged
13. however that Landlord shall have absolutely no duty or responsibility of any kind with respect to safety or security
14. at the Premises. Subject thereto, Tenant agrees to indemnify and hold Landlord (and its property manager, if
15. any) free and harmless from any and all liability for injury to or death of any person, or for damage of any
16. property, arising from the use and occupancy of the Premises or by the act or omission of any person, including
17. costs of defense and reasonable attorney’s fees. Tenant shall report any criminal incident in or near the Premises
18. to Landlord, and if requested shall fill out a report and participate in any investigation Landlord may undertake.
19. Should Landlord establish any security procedures or policy, Tenant shall abide by the same. 183
20. **15. INSURANCE.** During the Term, Tenant shall maintain Tenant/Renters insurance coverage and if requested, shall
21. provide proof of coverage prior to taking possession. Tenant shall maintain insurance on Tenant’s own personal
22. property if Tenant desires this coverage. Tenant acknowledges that loss of or damage thereto will not be covered
23. by the proceeds of any insurance maintained by Landlord and hereby releases Landlord from any and all claims
24. for loss, damage or inconvenience. Landlord will maintain fire and extended homeowners/hazard casualty
25. replacement coverage and liability insurance covering the building in which the Premises is located during the
26. Term. Landlord and Tenant hereby waive all rights each may have against the other on account of any loss or
27. damage occasioned to the person or property of Landlord or Tenant, the Premises or its contents, arising from
28. any risk which is insured against by Landlord or Tenant (to the extent of such insurance proceeds), and the
29. parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant
30. against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case
31. may be.
32. **16. CASUALTY.** If the Premises are rendered partially uninhabitable by fire or other casualty, Rent shall be equitably
33. reduced until such time as the Premises are wholly habitable or this Lease is terminated. If Landlord does not
34. elect to terminate this Lease, then Landlord shall proceed without undue delay to render the Premises wholly
35. habitable, and if not finished within one month after the date of damage or loss, then Tenant shall have the option
36. of terminating this Lease immediately thereafter by giving to Landlord Notice of termination. If the Premises are
37. totally destroyed or rendered wholly uninhabitable, then at the option of either party, this Lease shall terminate
38. upon Notice (five (5) calendar days in Kansas) to the other and any prepaid Rent shall be refunded to Tenant
39. together with any unexpended portion of the Security Deposit. If the parties do not elect to terminate, then Rent
40. shall be wholly abated until the Premises is repaired and fit for occupancy. 205
41. **17. DEFAULT.** If Tenant shall fail to make any payment of Rent on or before when the same is due, or to comply
42. with any other term, covenant or agreement herein contained, Tenant shall be in default hereof and Landlord shall
43. have the option to pursue any one or more right or remedy provided for herein without Notice or demand
44. whatsoever, which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies
45. provided for at law or in equity, including but not limited to those set forth at §441.065 RSMo in Missouri and
46. K.S.A. §58-2565 in Kansas if Tenant abandons the Premises. No failure to exercise, nor any delay in exercising
47. any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any single or partial
48. exercise by Landlord of any such right or remedy preclude any other or further exercise thereof or any other right.
49. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver
50. of any subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord of a lesser
51. amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated
52. Rent, nor shall any endorsement or statement on any check or any letter accompanying any payment be deemed
53. an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord’s right to recover
54. the balance due or pursue any other remedy, or in any way waiving Landlord’s rights with respect thereto or any
55. other breach.
56. **18. HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or sooner termination of
57. the Term without Landlord’s written consent, such holding over shall constitute a default hereof and, without
58. limiting any other right or remedy of Landlord at law or in equity, create and be deemed to be a tenancy at
59. sufferance, terminable without Notice of any kind except as may be required in accordance with law, but subject
60. to all other terms of this Lease insofar as the same may apply to such a tenancy, except that Tenant shall pay, in
61. addition to all other charges payable by Tenant hereunder, for each day that Tenant holds over, Rent at an
62. amount equal to two (2) times in Missouri and one and one-half (1-1/2) in Kansas the rate (on a per diem basis) of
63. Rent herein provided to be paid during the last month of the Term. Landlord’s receipt of holdover Rent shall not
64. relieve Tenant of liability to Landlord for damages resulting from Tenant’s holdover. 231
65. **19. ENFORCEMENT/ATTORNEY FEES.** If Landlord enforces any provision of this Lease through court action, then
66. in addition to any damages or equitable relief, Tenant will pay Landlord's costs and expenses of litigation,
67. including court costs and (in Missouri) reasonable attorney fees. The provisions of this Section shall survive any
68. termination of this Lease. 236
69. **20. NOTICES.** Unless otherwise specifically provided herein or under applicable law, any notice, consent, approval,
70. request, waiver, demand or other communication (collectively, "**Notice**") required under this Lease to be given by
71. or on behalf of either party to the other shall be in writing and may be given by mailing such Notice by registered
72. or certified mail return receipt requested, addressed to Landlord (or Property Manager on its behalf if so
73. indicated), or to Tenant (as the case may be), at the address set forth on the signature page of this Lease. Notice
74. to Tenant may also be effectively delivered to the Premises following initial occupancy thereof by Tenant. Notice
75. to either party may also be sent via other means (including personal delivery, courier or messenger service or
76. otherwise as permitted or required under applicable law, such as posting or legal publication). Any such Notice
77. shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise
78. provided under applicable law). Refusal to accept service of a Notice shall constitute delivery of the Notice. A
79. party may designate a new address for purposes of payment of Rent or delivery of Notice hereunder by giving at
80. least fifteen (15) calendar days’ advance Notice thereof to the other party in the manner provided above.
81. **21. RULES AND REGULATIONS.** The following Rules and Regulations (and as the same may be revised or
82. supplemented from time to time by Landlord upon Notice to Tenant) shall be additional covenants and
83. agreements on the part of Tenant. Failure to comply with or observe any Rules and Regulations shall be deemed
84. a violation by Tenant of this Lease.
85. • Tenant shall keep the Premises and any common areas provided for Tenant use in connection with the
86. Premises, including halls, stairways, elevators, yard, sidewalks, driveways, recreation and parking areas,
87. free from trash, debris or filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other
88. items to be or remain in such common areas, but shall be stored in the Premises or such other place
89. which Landlord may provide. Tenant shall not interfere with the use and enjoyment of any such areas by
90. Landlord or any other tenant.
91. • Garbage, trash, waste and debris shall be kept in the kind of container, placed in the areas, and prepared
92. for collection in the manner and at the times and places specified by Landlord. If Landlord designates a
93. service to pick up such items, Tenant shall use the same at Tenant’s cost. Landlord may require Tenant
94. to contract directly for such service with a designated service provider. Food stuffs, garbage and refuse
95. shall be stored and removed from the Premises in leak proof containers. Tenant shall clean and remove
96. any evidence of such leakage at its expense.
97. • Automobiles of Tenant and all family members, guests, invitees, agents or employees, shall be parked in
98. regular parking places, if provided, and in no other place. No trailer of any kind shall be parked or stored
99. at any place on or around the Premises without Landlord’s prior written approval.
100. • Tenant shall not make any alterations to the Premises, and shall not paint, wallpaper, decorate or
101. otherwise change the Premises in any manner, including but not limited to installing any nails, screws or
102. other devices for hanging pictures or other items on or from the walls or woodwork, without Landlord’s
103. prior written consent.
104. • Tenant shall not play any musical instrument or mechanical device or work with power tools in such
105. manner as to disturb Landlord or neighbors. Tenant shall not allow loud, disturbing noises or voices by
106. Tenant or Tenant's family, guests, invitees, agents or employees.
107. • Tenant shall not place or cause to be placed or permit anywhere in or about the Premises any sign,
108. advertisement or announcement whatsoever, without Landlord’s prior written consent.
109. • Plumbing fixtures shall be used for the purposes intended only. Cloths, cardboard, grease or other
110. materials not designed for disposal in this manner shall not be placed in or disposed of in any plumbing
111. fixture, Tenant shall be liable for any costs or repair by reason of such misuse.
112. • Tenant shall not alter, replace or add locks upon any door or window without Landlord’s prior written
113. consent, and shall return all keys to Landlord upon termination of this Lease. Landlord agrees to change
114. locks upon written request of Tenant and payment in advance of all applicable locksmith or other
115. contractor service fees.
116. • Waterbeds are prohibited without Landlord's written approval and certificate of insurance before move-in.
117. • Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under,
118. from or about the Premises any flammable or hazardous substances other than customary cleaning
119. supplies and solvents typically used in connection with residential properties.
120. • Tenant shall ensure that the air conditioner compressor is kept clean and free of debris at all times, and
121. that all filters are changed regularly (at least every 3 months).
122. • Tenant shall inspect smoke alarms monthly and replace batteries when needed

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

1. **Option to Purchase: Pet Addendum:**
2. **A.** Lease does not provide option to purchase **A.** Lease does not allow for animals of any kind
3. **B.** Option to Purchase **B.** Pet Addendum 296
4. **23. ENTIRE AGREEMENT/MODIFICATION.** This Lease and any attachment(s) hereto (*if any*) constitute the entire
5. agreement between the parties and there are no other understandings, written or oral, relating to the subject
6. matter hereof. This Lease may not be changed, modified or amended, in whole or in part, except in a writing
7. signed by Landlord (or its property manager if and as may be designated from time to time by Notice form
8. Landlord) and any adult occupant constituting Tenant (which shall be binding on all other persons and entities, if
9. any, constituting the Tenant hereunder).
10. **24. LEAD-BASED PAINT DISCLOSURE**. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint
11. Hazards ***(check one)* IS IS NOT** attached to this Lease and signed by Landlord, Tenant and Broker(s). 305
12. **25. SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original,
13. but all of which shall constitute one and the same instrument. For purposes of executing this Lease, a document
14. signed and transmitted by facsimile machine or a scanned image, such as a pdf via e-mail, is to be treated as an
15. original document.
16. **26. GOVERNING LAW/CONSTRUCTION.** This Lease shall be construed in accordance with the laws of the state
17. where the Premises are located. Section captions in this Lease are intended solely for convenience of reference
18. and will not be deemed to modify, place any restriction upon, or explain any provision of this Lease. If any one or
19. more provision contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any
20. respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Lease or to affect
21. any other provision hereof, but rather this Lease shall, to the fullest extent permitted by law, remain in full force
22. and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained
23. herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties. 319

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

321 Landlord Tenant is a licensed real estate broker or salesperson and is a principal party in this transaction. 322

1. **28. BROKER COMPENSATION.** Except as may be specifically set forth in the “Special Agreements,” Section 35 of
2. this Lease, any real estate commission or other compensation due to the undersigned (the “**Broker(s)**”) will be
3. paid by **(*check one, neither or both, as applicable*)** Landlord Tenant, pursuant to separate agreement.
4. Landlord and Tenant each represent to the other that the Broker(s) identified in Section 29 below, is (are) the only
5. real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party
6. to this Lease from any loss, liability and damage, including without limitation prevailing party fees and costs
7. incurred by the other party that arises from this transaction as a result of any claim made by any other person
8. purporting to act on behalf of such party. The provisions of this Section shall survive expiration or termination of
9. this Lease.
10. **29. BROKERAGE RELATIONSHIP.** Landlord and Tenant acknowledge the real estate licensee(s) involved in this
11. transaction may be acting as agents of the Landlord, agents of the Tenant, Transaction Broker(s) or Disclosed
12. Dual Agents **(Available only in Missouri)**. The Licensee acting as an agent of the Landlord has a duty to
13. represent the Landlord’s interest and will not be the agent of the Tenant. Information given by the Tenant to a
14. Licensee acting as an agent of the Landlord will be disclosed to the Landlord. The Licensee acting as an agent of
15. the Tenant has a duty to represent the Tenant’s interest and will not be an agent of the Landlord. Information
16. given by the Landlord to a Licensee acting as an agent of the Tenant will be disclosed to the Tenant. A Licensee
17. acting in the capacity of a Transaction Broker is not an agent for either party and does not advocate the interests
18. of either party. A Licensee acting as a Disclosed Dual Agent **(Available only in Missouri)** is acting as an agent
19. for both the Landlord and the Tenant, and when acting as a Disclosed Dual Agent, a separate Dual Agency
20. Disclosure Addendum is required. 344

# LANDLORD AND TENANT HEREBY ACKNOWLEDGE THE REAL ESTATE BROKERAGE RELATIONSHIPS

1. **BROCHURE HAS BEEN FURNISHED TO THEM, AND THE BROKERAGE RELATIONSHIPS WERE**
2. **DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER**
3. **THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF**
4. **ANY CHANGE TO THAT RELATIONSHIP.**

|  |  |  |
| --- | --- | --- |
| 350 | **Licensee assisting Tenant is a:** | **Licensee assisting Landlord is a:** |
| 351 | ***(Check appropriate box)*** | ***(Check appropriate box)*** |
| 352 | **Tenant’s Limited Agent** in Missouri and Tenant's Agent | **Tenant’s Limited Agent** (acting on behalf of Tenant) |
| 353 | in Kansas (acting on behalf of Tenant) |  |
| 354 | **Landlord’s Limited Agent** in Missouri and Landlord's | **Landlord’s Limited Agent** in Missouri and Landlord's |
| 355 | Agent in Kansas (acting on behalf of Landlord) | Agent in Kansas (acting on behalf of Landlord) |
| 356 | **Dual Agent** (acting on behalf of both Landlord and | **Dual Agent** (acting on behalf of both Landlord and |
| 357 | Tenant in Missouri only) | Tenant in Missouri only) |
| 358 | **Designated Agent** (designated to act on behalf of Tenant) | **Designated Agent** (designated to act on behalf of |
| 359 |  | Landlord) |
| 360 | **Transaction Broker Assisting Tenant** (not acting on | **Transaction Broker Assisting Landlord** (not acting |
| 361 | behalf of either Landlord or Tenant) | on behalf of either Landlord or Tenant). |
| 362 | **Subagent of Landlord** (acting on behalf of Landlord) |  |
| 363 | **Tenant** is NOT being represented | **Landlord** is NOT being represented |
| 364 |  |  |

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

366 parties.

367

368

369

BROKERAGE BROKERAGE

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371

372

Licensee assisting Landlord Date Licensee assisting Tenant Date

373

374 Landlord Date Tenant Date

375 Licensee’s Printed Name Licensee’s Printed Name 376

377 **30. FRANCHISE DISCLOSURE.** Although one or more Broker may be a member of a franchise, the franchisor is not

378 responsible for the acts of said Broker(s). 379

1. **31. LEASE INFORMATION.** Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information
2. about this Lease, including but not limited to rental rates, Term and Premises address, to any multi-listing service, local
3. Association or Board of REALTORS®, its members, member’s prospects, appraisers and other professional users of
4. real estate data. 384
5. **32. ANTI-TERRORISM.** Each party hereto represents and warrants to each other and to Broker(s) that such party is
6. not, and is not acting directly or indirectly for or on behalf of any person or entity, named as a Specially
7. Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom you
8. are prohibited to do business under anti-terrorism laws, and agrees to deliver a certificate to that effect which
9. contains its tax identification number. 390

# 33. TIME IS OF THE ESSENCE. Time is of the essence in performance of the obligations of the parties under

1. **this Lease.** With the exception of the term “banking days” or “business days”, as used herein, a “**day**” is defined
2. as a 24-hour calendar day, seven (7) days per week. 394
3. **34. SUBMISSION OF LEASE.** Negotiation and submission of an offer to either party for signature does not
4. constitute an option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last
5. party to sign this Lease has delivered a fully executed copy to the other party. 398

# 399 35. SPECIAL AGREEMENTS.

400

401 402 \_

403



404 **IN WITNESS WHEREOF,** the parties have entered into this Lease as of the last date set forth below their respective

405 signatures *(Add additional signature pages if needed)*. 406

## 407 Note: All adult occupants at the Premises are deemed a Tenant and must sign this Lease. Failure to do so shall be a

408 ***default hereof. Notice delivered to the Notice Address set forth at below left (or as subsequently directed by a Notice***

409 ***from Tenant) shall be deemed delivery of Notice to all Tenants.***

410

|  |  |  |
| --- | --- | --- |
| 411 | **TENANT**: |  |
| 412 |  |  |
| 413 | \_\_\_ |  |
| 414 | Tenant Date | Tenant Date |
| 415 | \_ \_\_\_ |  |
| 416 | Print Name | Print Name |
| 417 |  |  |
| 418 | Notice Address: \_\_ |  |
| 419 | \_\_ | Tenant Date |
| 420 | Phone: \_\_ | \_\_ \_\_ |
| 421 | Work Phone: \_\_ | Print Name |
| 422 | Cell Phone: \_\_ | \_\_ |
| 423 | Fax: \_\_ | Tenant Date |
| 424 | E-mail: \_\_ |  |
| 425 |  | Print Name |
| 426 |  |  |

427

|  |  |  |
| --- | --- | --- |
| 428 | **LANDLORD**: | **PROPERTY MANAGER:** |
| 429 | *(Sign here if Landlord is to sign this Lease and* | *(Sign here if Property Manager is to sign this Lease and* |
| 430 | *receive the Security Deposit and all Rent and* | *receive the Security Deposit and all Rent and Notices* |
| 431 | *Notices in Landlord's Name)* | *on behalf of Landlord)* |
| 432 |  |  |
| 433 | \_\_ | \_\_ |
| 434 | Landlord Date | Property Manager's Firm Name |
| 435 |  | (as authorized agent of Landlord) |
| 436 |  |  |
| 437 | \_\_ | \_\_ |
| 438 | Print Name | Property Manager Date |
| 439 | Address: \_ | Title: \_\_ |
| 440 | \_ | Address: |
| 441 | Phone: |  |
| 442 | Cell Phone: | Phone: |
| 443 | Fax: | Cell Phone: |
| 444 | E-Mail: | Fax: \_ |
| 445 |  | E-mail: |

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