

Jerry Hollis Investments LLC Residential Lease

This is a legally binding contract. If not understood, seek competent advice.

THIS LEASE, between **Jerry Hollis Investments, LLC, 364 S. Broadview, Cape Girardeau, MO 63703** (Mailing address of Owner) **PH: 573 334-8200** which Owner or Manager is hereinafter referred to as Lessor, and _____ (Name of Tenant) hereinafter referred to as Lessee
PH _____ **EMAIL:** _____

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

1. Lessor hereby leases to Lessee a **house** located at: **20298 Highway D Ludlow, MO 64656, Livingston County.**

This paragraph, if used, shall bind the parties hereto to a Lease for a term of **12 MONTHS** commencing ON OR BEFORE **JANUARY 1, 2023** and terminating at 5:00 pm on **DECEMBER 31, 2023** upon the terms and conditions herein set forth. This term shall be automatically renewed for successive month-to-month terms unless terminated by Lessor or Lessee by giving the other party 30 days written notice of termination before the next rent payment date. *AT THE END OF THE 12 MONTHS, LESSOR MAY ELECT TO INCREASE THE RENT AS AN INFLATIONARY CLAUSE.*

2. Lessee covenants and agrees to continue to pay a total rent of **\$10,740.00** as a monthly rental of **\$895.00 payable, in advance, with the rent payments due no later than 5:00 pm the 1ST of each and every month. Damage Deposit of \$500.00 is due upon signing of this lease. FIRST MONTH'S RENT (\$895.00; JANUARY 2023 RENT) will be due ON OR BEFORE JANUARY 1, 2023.** Such payments of rent shall be paid on or before the date when due **without a period of grace**, and if not paid on such date when due Lessor reserves right to terminate lease immediately, then in addition to other remedies which may be provided by this Lease or as may be provided by law, then Lessee agrees to pay an additional sum of **\$5 Dollars per day** for each day such rent is overdue as liquidated damages, actual damages being impossible to ascertain. **All rental payments shall be paid to the Lessor at 364 S. Broadview, Cape Girardeau, MO 63703 or auto draft/auto deposit payments can be made as follows: ABA# 081903867 Account Number 333557 Bank of Missouri; P. O. Box 309, Perryville, MO 63775 (573) 335-3100.**

3. Lessee covenants and agrees that these premises shall be used and occupied as a residence and shall not be used for any other purpose whatsoever; provided, however, that this covenant shall not prevent the Lessee from entertaining occasional guests for limited periods of time

4. Lessee agrees that he has inspected the premises prior to the execution of this Lease and finds the same to be in good order, condition, and repair except as may be otherwise noted hereon, and Lessee further agrees that he will keep the premises in at least as good order, condition, and repair as when so inspected and when first occupied, and will keep the premises free from any debris, trash, or filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance, and upon expiration of this Lease or the termination thereof to surrender possession of the premises and furnishings in as good order, condition, and repair as when received, fair wear and tear excepted.

5. Lessee shall not assign this Lease or sublease the premises or rent the premises or any portion thereof to another person without the prior written consent of Lessor.

Lessor's Initials _____ Lessee's Initials _____

6. In the event there are multiple tenants in the premises, each tenant is jointly and individually liable for all obligations and sums due under this Lease and Agreement. A lease violation by one tenant is a violation by all tenants. Notice by Lessor to any adult tenant is notice to all tenants.

7. Illegal drug trafficking or use of illegal drugs is a violation of law and this Lease, subjecting Lessee to immediate termination of this Lease and subject to all applicable penalties. In the event Lessee or any member of Lessee's family or any of Lessee's guests, invitees, agents or employees uses or is involved in the use or the distribution of illegal drugs while in Lessor's property shall be just cause to evict Lessee.

8. Utilities: The Lessee is to have all utilities kept in Lessee's name and pay for any deposits required.

9. Lessor shall put Lessee in possession of the premises on the first day of the term hereof (or once all initial funds have been collected & utilities transferred into Lessee's name), and will permit the Lessee to quietly and peaceably hold, occupy and enjoy the premises during the term hereof without interference by the Lessor, provided that Lessee observes and performs the covenants and agreements herein made by him, and provided further that Lessor or Lessor's agent shall be entitled and shall have the right at all reasonable times to inspect the premises for any damage or destruction or to determine whether or not Lessee is performing and observing the covenants and agreements herein contained, and for the purpose of making any necessary repairs, and for a period of one month prior to end of the term of this Lease, and shall have the right of access to the premises at all reasonable times for the purpose of showing the premises to prospective tenants.

10. Lessor shall not be liable for any member of Lessee's family or any of Lessee's guests, invitees, agents or employees for any loss, injury or damage to them or their persons or property from any cause whatsoever, except Lessor's gross and willful negligence.

11. The Lessee hereby acknowledges that the Lessor is not responsible for any damage, theft or vandalism to property within the unit. Lessee, at Lessee's expense, agrees to assume the responsibility to obtain a renter's insurance policy to cover their personal belongings. IF LESSEE CHOOSES NOT TO OBTAIN THEIR OWN RENTAL INSURANCE POLICY, LESSEE HOLDS LESSOR HARMLESS OF ANY DAMAGE TO THEIR PERSONAL PROPERTY IN THE EVENT OF A CASUALTY.

12. If Lessee shall be in default in the payment of the rent, or under any of the items of this Lease, and if Lessee shall vacate or abandon the premises (absence of Lessee therefrom for a period of five days after such default shall be considered such an abandonment thereof), Lessor may, at Lessor's sole discretion, without terminating this Lease, re-enter the premises and remove all property therefrom and take possession of the premises, and relet the same on Lessee's behalf as provided in paragraph 15 of this Lease. Lessor shall have the right to dispose of any property removed by the Lessor because of such abandonment without compensation or liability to Lessee and notwithstanding any other provision in this Lease.

13. If Lessee default in the payment or the performance of or compliance with any covenants or agreements herein contained, Lessor shall, without demand, be entitled to possession of the premises, and Lessee shall, upon written demand by Lessor, quit and surrender the premises to the Lessor, but the Lessee's obligation to pay rent for the full term shall not be terminated. The remedies provided for herein shall be in addition to the other remedies provided for herein or as provided by law.

Lessor's Initials _____ Lessee's Initials _____

14. Lessee agrees that if Lessor enforces any provisions of this Lease through court action, Lessee will pay the Lessor's attorney fees in reasonable amounts, and court costs.

15. In the event the Lessor sells the property, the Lessor may elect to assign his rights to said lease to the new owner.

16. The Rules and Regulations for the premises which are set forth below and by reference incorporated herein are made a part of this Lease, shall be deemed to be covenants and agreements on the part of the Lessee, and failure to comply with or observe the Rules and Regulations shall be deemed a violation by the Lessee of his covenants and agreements in this Lease contained.

17. This Lease is offered without regard to race, color, religion, sex, national origin, handicap, familial status, or ancestry.

18. As used herein, the masculine includes the feminine and the singular person includes the plural.

19. BROKERAGE RELATIONSHIPS DISCLOSURE. Seller/Landlord and Buyer/Tenant/Lessee acknowledge that the real estate licensees involved in this transaction may be functioning as Agents of the Seller/Landlord, Agents of the Buyer/Tenant/Lessee, or Transaction Brokers. Licensees functioning as an agent for the Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the agent of the Buyer/Tenant/Lessee. INFORMATION GIVEN BY THE BUYER/Tenant/Lessee TO AN AGENT FOR THE SELLER/Landlord WILL BE DISCLOSED TO THE SELLER/Landlord. Licensees functioning as an Agent of the Buyer/Tenant/Lessee have a duty to represent the Buyers'/Tenants'/Lessees' interest and will not be an Agent of the Seller/Landlord. INFORMATION GIVEN BY THE SELLER/LANDLORD TO AN AGENT FOR THE BUYER/TENANT/LESSEE WILL BE DISCLOSED TO THE BUYER/TENANT/LESSEE. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interest of either party. Barnes Realty does NOT offer Dual Agency, Sub-Agency, or Designated Agency. ALL PARTIES TO THE CONTRACT HAVE SIGNED AND ACKNOWLEDGE THE ATTACHED REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE DESCRIBING AGENCY RELATIONSHIPS AVAILABLE IN MISSOURI AND THEIR DUTIES.

Listing Licensee is functioning as: (check one) Seller's/Landlord's Agent or Transaction Broker, or N/A, Seller(s) is (are) representing themselves.

Selling/Leasing Licensee is functioning as: (check one) Seller's/Landlord's Agent or Buyer's/Tenant's/Lessee's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Designated Buyer's/Tenant's/Lessee's Agent (supervising Broker acts as Transaction Broker) or Transaction Broker, or Buyer(s)/Tenant(s)/Lessee(s) is (are) representing themselves.

Leasing Broker's Firm Name: BARNES REALTY	Listing Broker's Firm Name: BARNES REALTY
AGENT: NORMAN BARNES MO LICENSE #1999093440	NORMAN BARNES MO LICENSE #1999093440

Lessor's Initials _____ Lessee's Initials _____

20. LEAD-BASED PAINT DISCLOSURE. A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (DSC-3000) IS ___ IS NOT **X** attached to this Lease and signed by Lessor, Lessee and the listing broker or salesperson.

21. STATEMENT OF CONDITION AT TIME OF POSSESSION: **AT THE ONSET OF SAID LEASE, the house is in need of much cosmetic & possible mechanic repair.** Any improvements to walls, floors, etc. are to stay w/ the property and Lessors are in no way expected to reimburse Lessee for said improvements unless agreed to in writing.

22. SPECIAL AGREEMENTS:

By signing below, the undersigned agree to all the terms and conditions of said Lease:

Lessor _____ Date _____
Jerry Hollis Investments, LLC PH: 573 334-8200

Lessee _____ Date _____

Lessee _____ Date _____