

Prosperiti Properties

1414 E Primrose St. • Ste 100 • Springfield, MO 65804

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1. Prosperiti Properties Lease Agreement

1.1 LEASE AGREEMENT:

This Agreement, made on this 05/12/2021 day of in the year **2021** between Prosperiti Properties, LLC hereinafter designated as OWNER and herinafter designated as Tenant, whether one or more . The Term OWNER includes the owner’s agents and employees. The OWNER and TENANT agree as follows:

1.2 PROPERTY:

The OWNER has this day leased to the TENANT the premises known and described as 1024 E Scott Springfield, MO 65802 in the State of Missouri, to be used as residential occupancy and none other by said TENANT and no other person upon the terms and conditions set forth in this lease.

1.3 OCCUPANTS:

Anyone who is not named above, or who does not sign this lease, may not reside on the premises. Anyone not listed above must not stay on the premises for more than 7 consecutive days without the OWNER’S prior written consent and no more than 14 days in any one month. If any adults occupy the premises other than those listed herein, the OWNER shall have the option of pursuing any remedies allowed by law, including terminating the lease. The provisions of this paragraph do not apply to the TENANT’S minor children, except that the total number of persons occupying the premises shall not exceed state provisions.

1.4 PREMISES, INITIAL TERM, AND RENEWAL:

OWNER does hereby lease to the TENANT in the present condition thereof the previously described premises for the initial term beginning 06/01/2021 and ending at 8 a.m. . Should TENANT vacate before the expiration of the term, TENANT shall be liable for the balance of the rent for the remainder of the term. In the event tenants fail to give a sixty (60) day written notice of an intention to vacate the premises at the end of the term, the tenancy shall renew automatically on all terms specified in this lease, on a month-to month basis, with an additional automatic \$75.00 per month increase on rent. **Written notice must be given no later than the 1st of the month.**

1.5 RENT, LATE CHARGES AND OTHER CHARGES:

1. The TENANT agrees to pay the OWNER a total of \$605.00 as rent per month, due on the 1st day of each month. TENANT shall make monthly rent payments by a money order, a credit card, or in a cashier’s check, for the total amount due for any given month. Should this rental agreement begin on a day other than the first day of the month, the rent for the first month shall be prorated so that all subsequent rent payments shall be due on the first day of the month.

RENT IS DELINQUENT IF NOT RECEIVED BY 5:00 P.M. ON THE 3rd DAY OF THE MONTH. TENANT agrees to pay a late charge of \$35.00 if TENANT fails to fully pay rent by the 4th day of the month, PLUS an additional late charge of \$5.00 each day if rent is not fully paid. 1. TENANT will be responsible for all attorney fees and cost of collection. A check that is returned is deemed non-payment of rent, and is sub ect to late charges and returned check charge of \$35.00. All payments by the TENANT to OWNER shall be applied to TENTANT’S outstanding balances, if any, for repairs, then to late fees, and lastly to the delinquent rent. The TENANT shall not withhold or offsent rent unless authorized by statute. **If TENANT’s check is returned unpaid at any time, the TENANT’s personal check will no longer be accepted by OWNER and TENANT must make all rent payments by cashier’s check or money order.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X___ X___

2. Lease cont.

2.1 DEPOSIT:

TENANT agrees to deposit with OWNER the sum of _____, in addition to the rent herein provided, as security to OWNER for the performance of this agreement. OWNER shall hold the security deposit in an interest bearing account in a bank, credit union, or depository institution which is insured by an agency of the federal government. **Pursuant to RSMO. § 535.300.2, any interest earned on a security deposit shall be the property of the OWNER.** The security deposit collected from the Tenant shall be refunded to the TENANT within 30 days after the premises have been vacated, providing upon inspection the premises are found to be in as good condition as they were at the beginning of the lease, normal wear and tear expected, and provided the covenants, agreements, and conditions on the part of TENANT have been complied with entirely.

2.2 KEYS:

1. TENANT (S) will be provided _____ door key(s), _____ mailbox key(s), _____ other key(s) for, and _____ garage remotes. Any occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. TENANT agrees to deliver all keys and garage remotes to OWNER at the termination of the tenancy.

2.3 INSURANCE:

TENANT hereby acknowledges that TENANT **is required to obtain personal liability renter's insurance with a minimum of \$100,000.00 coverage.** TENANT shall not hold or attempt to hold OWNER liable for any injury or damage caused by fire, defective wiring, freezing pipes, or other casualty or act of God, it is being understood that all personal property kept by TENANT on the premises shall be at the sole risk of the TENANT.

2.4 UTILITIES:

TENANT shall arrange within two business days before occupancy for billing in TENANT'S name, to TENANT'S address, and TENANT shall be responsible to pay for utilities. OWNER shall not allow utilities to be disconnected by any means (including nonpayment) until the end of the lease term or renewal period. In the event that OWNER is charged for such utility charge or expense, TENANT agrees to reimburse OWNER immediately upon OWNER receiving the bill. **The premises must be heated at all times to a temperature sufficient to prevent freezing of the water pipes or any other plumbing within the premises. TENANT has to maintain utilities otherwise if utilities are disconnected this would be considered a BREACH OF LEASE.**

2.5 SECURITY:

TENANT agrees that the OWNER is not required by this lease to provide security guards or patrols, security gates or fences or any other form of security whatsoever. OWNER is not liable to TENANT for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes. TENANT acknowledges that neither the OWNER nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. TENANT hereby acknowledges that neither OWNER nor management warrants or guarantees the safety or security of the TENANT, their family members, or guests against the criminal or wrongful acts of third parties. The TENANT understands that security devices or measures, whether installed by the OWNER or TENANT, may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, TENANT hereby acknowledges that TENANT, occupant, guest and invitee should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

By initialing below, you acknowledge and agree to the terms in Section 2.

X____ X____

3. Lease cont.

3.1 TENANT RESPONSIBLE FOR FAMILY MEMBERS, GUESTS & INVITEES:

TENANT agrees that the TENANT shall consider any violation of this agreement by TENANT'S family, guests, occupants, or invitees a violation. TENANT agrees to accept responsibility for all such lease violations, as though such violation were that of the TENANT. The

TENANT will be liable for any and all damage caused by any guests or occupants. OWNER may exclude guests or others who have been violating the Law, violating this lease, or any rules, or disturbing other residents, neighbors, visitors, or owner representatives. OWNER may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community. OWNER shall have the right to determine what constitutes disorder, boisterous conduct, improper noise, or interference with the rights of other Tenants, and shall have the right, at its option, to evict the TENANT by giving the TENANT three (3) days written notice of such eviction.

3.2 PARKING:

1. All vehicles shall be kept properly licensed, insured and in good operating condition.

At OWNER S request TENANT shall provide OWNER with description and license plate numbers for vehicles to be parked on the property. Any vehicles that leak an excessive amount of oil must be parked in the street. OWNER may have unauthorized or illegally parked vehicles towed at TENANT S expense. A vehicle is unauthorized or illegally parked on the property if it:

1. Has flat tires or other conditions rendering it inoperable; or
2. Is on acks, blocks or has wheel(s) missing; or
3. Has no current license or no current inspection sticker; or does not have a Parking Permit
4. Takes up more than one parking space; or
5. Belongs to a tenant or occupant who has surrendered or abandoned the residence; or
6. Is parked in a marked handicap space without the legally required handicap insignia, or blocks another vehicle from exiting;
7. Is parked in a fire lane or designated "no parking" area; or
8. Is parked in a space marked for other residents or units; or
9. Is parked on the grass, sidewalk or patio; or

Blocks garbage trucks from access to a dumpster.

3.3 CONDITION OF THE PREMISES:

1. The TENANT accepts the residence, fixtures, and yard, as is, except for conditions materially affecting the health or safety of ordinary persons. OWNER disclaims all implied warranties. TENANT (S) will be given a Move-In Inspection form on or before move-in. Within 48 hours after move-in, TENANT (S) must note on the form all defects or damages and return the form to OWNER. If TENANT does not return the form, OWNER will consider everything to be in clean, safe, and good working condition and OWNER will consider any damage to the property during the lease term to be the TENANTS responsibility.

By initialing below, you acknowledge and agree to the terms in Section 3.

X___ ___ X___ ___

4. Lease cont.

4.1 IMPROVEMENTS & CHANGES:

TENANT must use customary diligence in maintaining the residence and not damaging or littering the common areas. TENANT may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter said property. Improvements made by the TENANT to the premises (whether approved or not), become the property of the OWNER unless otherwise agreed in writing.

4.2 GENERAL ITEMS:

1. TENANT shall not install antennas, satellite dishes, additional phone or cable TV outlets, alarm systems unless approved by OWNER in writing.
2. Waterbeds and/or water filled furniture are not permitted in the premises.
3. Prior to move in property has had a complete pest control treatment. Any additional pest control services will be the TENANTS responsibility.
4. Upon move in, OWNER will supply light bulbs for fixtures and appliances OWNER will furnish including exterior fixtures and batteries for smoke detectors. After that, TENANT will replace them at TENANT S expense with light bulbs of the same type and wattage. All light bulbs must be left on the premises upon vacating. TENANT will be charged \$5.00 per light bulb for any missing/non-working light bulbs and missing/non-working batteries for battery-operated appliances.

5. TENANT is responsible for the clearing of all clogged drain and sewer lines on the premises, unless said stoppage is the result of a structural defect or root growth in the main sewer line.
6. Maintenance and or repair expenses incurred by OWNER due to the negligence of TENANT shall therefore be passed on to said TENANT. These expenses can be, but are not limited to garbage disposal repair, plumbing, door locks, broken windows, and or doors due to negligence or willful destruction.
7. Tenant understands that photos or videos taken on property may be used for security or advertising purposes.

4.3 SMOKE DAMAGE:

TENANT hereby acknowledges that **smoking is not allowed inside the residence**. After the cost of painting, window drapery, duct and carpet cleaning and or replacement which are necessary to eliminate odors and/or stains resulting from cigarette smoke, residue, bums and/or damage TENANT(S) may be liable for any costs that go beyond what TENANT(S) deposit covers.

4.4 SPACE HEATING:

The Tenants use of kerosene heaters in the leased premises is forbidden by the OWNER. If the TENANT uses and electric space heater in the leased premises, the TENANT is totally and completely liable and responsible for any damages done to the leased premises which are caused by the use of an electric space heater (SE). The TENANT will pay for the correction and repair of said damages to the leased premises.

4.5 GROUNDS:

TENANT shall keep the premises and grounds in good condition, appearance, free from debris, dirt, filth, waste, or any flammable, dangerous, or detrimental material. If TENANT receives warning for grounds not being kept and continues to NOT comply the TENANT will be charged a cleanup and/or disposal fee with the amount determined at time of clean up. TENANT will not make any changes or additions to the landscape of the property without the express written permission of the OWNER. All parties acknowledge that OWNER is not responsible for removal of ice or snow on sidewalks, stairways, parking lots, or any common area. In the event ice and snow should accumulate, TENANT is to act according with caution accepting responsibility for any slips, falls, or any type of accident involving person and or vehicle.

By initialing below, you acknowledge and agree to the terms in Section 4.

X__ __ X__ __

5. Lease cont.

5.1 LAWN CARE:

If OWNER is not responsible for maintaining lawn care. TENANT agrees to mow, water, and keep the grass, lawn, flowers, and shrubbery thereon in good condition. If TENANT fails to keep the landscaping in good order and to follow these guidelines, OWNER reserves the right to hire a landscaping service at TENANT'S expense (after a 10-day notice.) Furthermore, TENANT responsible for any citations issued by the City due negligence. Owner reserves the right to restore the landscape to its initial condition. Restoration will be at TENANT'S expense. See attached Amenity Agreement.

5.2 SMOKE DETECTOR:

1. It is understood that the dwelling is furnished with SMOKE DETECTORS. TENANT is responsible for maintaining the smoke detectors, including providing batteries and periodically testing the smoke detectors to make sure that they are in good working order. If the TENANT informs the OWNER that the smoke detector is not function (for reasons other than batteries), the OWNER will provide a new smoke detector or repair the existing smoke detector.

It is understood and acknowledged by the TENANT that the OWNER will have no liability to the TENANT or the TENANT S agents, family, invitees, or guests for any personal in ury or property damage sustained due to the nonfunctioning of the smoke detector.

5.3 LOCK OUTS:

It is understood that in the event of a lockout the TENANT should assume all expenses. TENANT will be held solely responsible. In the event that locks are changed, or damaged TENANT will reimburse OWNER immediately for all costs associated for replacement or repairs.

5.4 FIRE OR CASUALTY:

The OWNER shall have the option of terminating this lease by giving written notice to the TENANT within ten days after being notified of the fungus, mold, pollution, damage, or casualty loss. In the event the premises are uninhabitable because of fire or damage caused by the negligence of the TENANT, or the TENANT S family, guests, invitees, or agents, TENANT may not terminate the lease and rent shall not be abated.

5.5 ANIMALS:

No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily in the residence or on the property, unless prior approval is obtained, and a pet fee paid. If TENANT violates the NO animal policy, TENANT will be sub ect to a \$500.00 fee, costs of damages, and/or eviction, and other remedies provided in this lease. If an animal has been in the residence at any time during TENANT S term of occupancy, TENANT will be responsible for all necessary cleaning and repairs including but not limited to: flea treatments, deodorizing, carpet cleaning and or replacement.

5.6 SALE OF PREMISES:

If the premises are sold or conveyed by the OWNER, this lease shall be deemed to be assigned from the OWNER to the grantee and that of all rights and remedies contained in this lease agreement and under the laws of the state of Missouri shall inure to the grantee.

5.7 DISCLOSURE RIGHTS:

If someone requests information about TENANT for law enforcement, government or business purposes, OWNER may provide it. TENANT hereby consents to the release of any and all information gathered by the OWNER in the process of approving the application for this tenancy and all information acquired by the OWNER during the tenancy. The OWNER may obtain a credit report for the purpose of locating a former TENANT or for use in the collection of any debt owed to the OWNER.

By initialing below, you acknowledge and agree to the terms in Section 5.

X__ __ X__ __

6. Lease cont.

6.1 TERMINATION WITHOUT CAUSE:

Coincidental with or after the expiration of the initial term, either party may terminate this agreement without cause by delivering a written notice of termination to the other party at least one full calendar month (**by the 1st day of the month**) prior to the lease expiration or termination date. All notices pursuant to this provision shall terminate the tenancy as of the last day of the month and be in compliance with the Move-Out Procedures set forth in this lease. If TENANT fails to give proper written notice or fails to surrender keys, TENANT S vacating of the premises will be deemed to be notice and TENANT will be liable for at least two additional month s rent up to the full term of the lease and forfeiture of the deposit.

6.2 DEFAULT BY TENANT:

1. TENANT does not pay rent or other amounts owed under this Lease;
2. TENANT or any guest or occupant violates this Lease, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
3. TENANT abandons the residence;
4. TENANT gives incorrect or false answers in a rental application;
5. TENANT or any occupant is arrested for a felony offense;
6. TENANT or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or to any governmental agency.
7. TENANT violates any part of the lease agreement or does not adhere to the TENANT rules and responsibilities.

6.3 RE-ENTRY AND DELIVERY OF POSSESSION UPON EXPIRATION OR TERMINATION:

At the expiration of any term hereby created or if default is made in the payment of rent after the same is due, or upon the breach or any of the covenants and agreements herein contained, the OWNER or his agents shall have the right to enter and take possession of the leased premises, and the TENANT hereby agrees to deliver same without process of law, and this lease, at the option of the OWNER, shall terminate, or the OWNER may re-let the same for an account of the TENANT but to this cause the obligation of the TENANT shall not cease.

6.4 MILITARY PERSONNEL:

Pursuant to Missouri law, an active duty member of the armed forces may terminate a lease with fifteen (15) days notice and a copy of his orders if he (1) receives a permanent change of station, (2) receives temporary duty orders assigning him at least 26 miles away for at least 90 days, (3) is discharged or released from active duty, or (4) if he is ordered to reside in government-supplied quarters. The individual is not entitled to a refund of deposits.

6.5 SUBLEASE AND ASSIGNMENT PROHIBITED:

- 1. TENANT agrees not to sublet said premises, or any part thereof, nor assign this lease, or any portion of the term of said lease, nor make any alteration, or additions to any of the buildings on said premises, or fixtures therein without written consent of the OWNER but such consent shall not release the TENANT from the obligations of this lease. If OWNER approves a replacement tenant, then, at OWNER S option:
 - 1. The replacement tenant must sign this Lease with or without an increase in the total security deposit; **or**
 - 2. The remaining and replacement tenants must sign an entirely new Lease.

TENANT S security deposit will transfer to the replacement tenant as of the date of OWNER S approval. The departing tenant will no longer have a right to occupancy or a security deposit refund. The OWNER will not consent to a sublease or assignment unless:

- 1. Applicant completes the same procedures for application and screening that apply to all applicants for residency; and
- 2. Upon approval, the lessee and sub-lessee sign all documents required by the OWNER.

By initialing below, you acknowledge and agree to the terms in Section 6.

X__ X__ __

7. Lease cont.

7.1 RIGHT TO ENTER:

OWNER or his agent shall be permitted to enter the premises to inspect the property and condition thereof, at any reasonable time, to show the property for sale, at reasonable times, and for ALL days before the expiration of this lease to keep a for rent or for sale sign displayed on the premises and show the property for rent or for sale. The TENANT agrees that the OWNER, his agents or employees, or the employees of any contractor, utility company, or governmental agency, lender or insurance agent shall have the right to enter the premises and make inspections thereof or repairs thereto at any reasonable time and at any time in an emergency. If TENANT or any guest or occupant is present, then repairers, servicers, contractors, or our representatives may peacefully enter the residence at reasonable times for the following purposes: Inspecting the premises for damage, maintenance or needed repairs or improvements, retrieving unreturned tools or appliances, preventing waste of utilities, leaving notices, removing or re-keying unauthorized security devices, removing unauthorized window coverings, stopping excessive noise, removing health or safety hazards or items prohibited under our rules, removing perishable foodstuffs if TENANT(S) electricity is disconnected, removing unauthorized or dangerous animals, retrieving property owned or leased by OWNER, allowing entry by a law enforcement officer, allowing entry to government inspectors, exhibiting the premises to prospective tenants, purchasers, inspectors or appraisers.

7.2 TENANTS RELEASE AND AGREEMENT TO INDEMNIFY:

- 1. OWNER is not liable for personal injury or for damage to or loss of personal property in or about the premises, regardless of the cause of such injury, loss or damage, including but not limited to interruption of utilities or other casualty or occurrences. TENANT, for himself, his heirs, executors, administrators, approved successors and assigns, hereby releases, relinquishes and discharges, and agree to indemnify, protect and save harmless OWNER, his successors and assigns of and from any and all claims, demands and liability for any injury to, including death of, persons (whether they be third persons, TENANT, or employees of the parties hereto

and any loss of or damage to property whether the same be that of either of the parties hereto or of third persons) caused by, growing out of, or happening in connection with, TENANT'S use and occupancy of the premises. TENANT agrees to exonerate and save harmless OWNER even though the claim or loss or casualty is attributable to the negligence of OWNER.

2. **hereby agrees to be responsible for insurance on personal property, contents and liability.** It is agreed that the OWNER is not liable for personal injuries or property damages suffered by the TENANT or any family member, occupant, guest or invitee of the TENANT alleged to arise from contact, inhalation, ingestion or other physical exposure to asbestos, lead, mold, mildew, fungus, mycotoxins, spores, scents, or byproducts produced or released by fungi, or any other alleged toxic substance or pollutant. In addition to the aforesaid substances, pollutants. (Means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals, waste or bacteria.) Waste, includes material that may be recycled, reconditioned or reclaimed.

By initialing below, you acknowledge and agree to the terms in Section 7.

X___ ___ X___ ___

8. Lease cont.

8.1 ATTORNEY FEES; COSTS TO ENFORCE AGREEMENT:

In the event it is necessary for the owner to employ an attorney to enforce the terms of this agreement, collect any rent due, obtain possession pursuant to an unlawful detainer or other statutory possessor action, or defend any claim or counterclaims brought by the resident, the OWNER shall in addition to any other sums the owner is entitled to recover, shall also be entitled to recover his reasonable attorney's fees, reasonable hourly compensation for time expended by OWNER or his agents, litigation expenses and court costs.

8.2 MULTIPLE TENANTS OR OCCUPANTS, JOINT AND SEVERAL RESPONSIBILITIES:

It is agreed that multiple TENANTS, co-signors and guarantors are jointly and severally responsible for all terms of this lease agreement. If the TENANT, or any guest or occupant violates the lease or rules, all tenants are considered to have violated the lease. Our requests and notices (including notices of lease termination, repair requests, and entry permissions) to any one tenant shall constitute notice to all tenants. Deposit refunds may be by one check jointly payable to all residents or be payable to any one resident. Said check, and any deduction itemizations, may be mailed to one tenant only. It is the obligation of any vacating resident to notify the owner of his/her forwarding address, however, check may also be mailed to property address vacated by tenant.

8.3 MOVE-OUT PROCEDURES, INSPECTION, AND RETURN OF DEPOSIT:

1. TENANT'S Move-Out Notice must be in writing on our "Intent to Vacate" form. If tenant does not use our form, tenant must obtain from OWNER written acknowledgment that the move-out notice has been received. Oral move-out notice will not be accepted and will not terminate TENANT Lease; TENANT notice cannot terminate the Lease sooner than the end of the Lease term or renewal period. The move-out date in TENANT notice must be the last day of TENANT lease term unless agreed to in writing by both parties. Early move-out may result in releasing charges, in addition to all amounts provided for in this lease. **TENANT (S) NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.**

The OWNER shall give the TENANT reasonable notice in writing at TENANT'S last known address, or in person, or by voice mail, when the OWNER will inspect the premises following the termination of the lease to determine the condition of the vacated premises. The amount, if any, of the deposit to be withheld, will not be determined at time of inspection.

LAW PROHIBITS TENANT FROM APPLYING ALL OR ANY PORTION OF THE DEPOSIT TO RENT. The 30-day period for the refunding of the deposit does not begin to run until all residents, guests, and occupants have surrendered the residence and all keys. TENANT will not have surrendered the residence until all keys have been delivered to our office. TENANT is considered in possession and liable for rent, (at holdover rate if applicable), until all keys are received. Surrender or abandonment ends TENANT right of possession for all purposes and gives us the immediate right to clean, make repairs, and re-let the residence, determine any deposit deductions and remove property left in the residence. TENANT must give OWNER, in writing a forwarding address. The TENANTS agree that the OWNER may pay the refund to any TENANT that has signed this lease. The TENANT to whom the deposit is refunded hereby agrees to hold OWNER harmless from the claims of the other TENANTS for all or any portion of the deposit. **Deposit will be forfeited if 30-day written notice isn't received by the 1st of the month. Deposit will be forfeit if ANY outstanding balance is due at the time of move out, including late fees, pet fees, rent or any other fees.**

By initialing below, you acknowledge and agree to the terms in Section 8.

X__ __ X__ __

9. Lease cont.

9.1 CLEANING:

TENANT must thoroughly clean the residence, including doors, windows, bathrooms, appliances, floors, patios, garages, and storage rooms. **Deposit will be forfeited if any trash or furniture is left in or on the premises.**

9.2 DISPOSAL OF ABANDONED PROPERTY:

Any property of TENANT or occupants, remaining in or on the premises, either after termination of this lease or after TENANT abandons the premises, may be removed or disposed of by OWNER without liability. The premises shall be deemed abandoned if: The OWNER reasonably believes that the TENANT has vacated the premises and intends not to return; The rent is due and unpaid for thirty days; and OWNER posts written notice on the premises and mails to the last known address of TENANT by certified mail, return receipt requested, a notice of OWNER'S belief of abandonment and TENANT fails to pay rent or respond in writing to the OWNER'S notice within ten (10) days after the date of posting and deposit of such notice in the U.S. Mail, stating TENANT'S intention to not abandon the premises.

9.3 ANTI-CRIME CONDITIONS:

1. For the purposes of these Anti-crime Conditions, the term TENANT shall include the TENANT, members of TENANT'S household, TENANT'S occupants, TENANT'S guests, TENANT'S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT'S unit or common grounds, or is given access in any way to TENANT'S unit or the common grounds by TENANT, members of TENANT'S household, or TENANT'S occupants, or TENANT'S guests, or TENANT'S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT'S unit or common grounds.
1. The TENANT shall not engage, or in any way be involved, in any criminal activity in, on, or near the unit, the common areas, or in the immediate vicinity of the OWNER'S premises. The commission of any crime in any location is grounds for termination of this lease and eviction.
2. TENANT will not permit the dwelling to be used for or to facilitate criminal activity regardless of whether the individual engaging in such activity a member of the household or a guest is.
3. TENANT will not engage in the unlawful possession, distribution, manufacturing selling, use, storage, keeping or giving of a controlled substance or illegal drug.
4. TENANT shall not engage in any illegal activity, including prostitution, gang activity, harassment, any crimes against persons including but not limited to the unlawful discharge or unauthorized possession of firearms or any other activity that jeopardizes the health, safety and welfare of the OWNER, his agent or other tenant or involving imminent or actual serious property damage.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. The OWNER may terminate the tenancy of a TENANT if any of TENANT'S household members is illegally using drugs.

By initialing below, you acknowledge and agree to the terms in Section 9.

X__ __ X__ __

10. Lease cont.

10.1 WAIVER OF JURY TRIAL:

OWNER and TENANT hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties in any matter whatsoever arising out of or in any way connected with this lease, the relationship of OWNER and TENANT.

10.2 SEVERABILITY:

If any provision of this Agreement or the application thereof shall, for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

10.3 TRANSUNION CREDIT REPORTING:

At no additional cost to TENANT, OWNER may report TENANT'S monthly rent payments to Transunion, an American consumer credit reporting agency.

10.4 COPIES AND ATTACHMENTS:

1. This Lease has been executed in multiple copies. The following items checked or listed below are hereby attached to this Lease and are binding.

OWNER RESERVES THE RIGHT TO ENFORCE THIS AGREEMENT IN WHOLE OR PART AT THEIR DISCRETION. TENANT(S) ARE LEGALLY BOUND BY THIS LEASE AGREEMENT.

By initialing below, you acknowledge and agree to the terms in Section 10.

X___ ___ X___ ___

Prosperiti Properties

1414 E Primrose St. • Ste 100 • Springfield, MO 65804

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11. Pet Addendum

11.1 PET ADDENDUM

(Addendum to Lease Agreement)

THIS ADDENDUM is hereby attached to be made a part of the Lease Agreement dated 06/01/2020 by and between Prosperiti Properties, LLC hereinafter designated as OWNER and hereinafter designated as TENANT, for the premises located at 1024 E Scott Springfield, MO 65802

WHEREAS, the Tenant desires to keep a certain pet described below on the said premises and the Lease Agreement specifically prohibits allowing pets on the premises; the Lease Agreement is hereby amended to grant such permission to the Tenant. In exchange for this permission, the Tenant agrees as follows:

1. To deposit with Prosperiti Properties, LLC with a "Non-refundable Pet Fee" in the amount of **\$150.00 per pet.**
2. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
3. To keep the pet from damaging any property belonging to the Owner or others.
4. To immediately pay for any injury, damage, loss, or expense caused by the pet (In this regard, it is expressly understood that at no time shall the Tenant apply any part of the Pet Fee towards such amounts due, but rather, the Tenant shall make restitution immediately and separately from the Pet Fee.)
5. To keep the pet under control at all times.
6. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
7. Not to leave the pet unattended for any unreasonable periods.
8. To hold the Owner harmless from **all** liability arising from the Tenant's ownership or keeping of the pet, including but not limited to any liability resulting from the Owner turning said pet over to local pet policing authorities should the pet be found unsupervised.
9. To dispose of the pet's droppings properly and quickly.
10. To provide to the Owner a picture of the named pet. (if requested)
11. To insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
12. To provide the Owner with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful. (if requested)
13. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
14. Tenant agrees that Owner will not be responsible for the injury, harm, or death of the animal, and agrees to hold Owner harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
15. Pet must be spayed/neutered.
16. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.
17. Should the Tenant fail to comply with any part of this Pet Agreement, the Owner/Agent reserves the right to revoke permission to keep the pet- In such event, the Tenant agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner; failure to comply with same shall be grounds for immediate termination of the Lease Agreement.

The permission granted herein shall be limited to a certain pet named and described as follows:

Pet (1)

COLOR:	SEX OF PET:
TYPE OF PET:	NEUTERED: Y or N
BREED OF PET:	DECLAWED: Y or N
AGE OF PET:	
FULL GROWN WEIGHT:	

By signing below, you acknowledge and agree to the terms in Section 11.

X

Lessee

IP Address: 173.29.183.122
05/12/2021 04:54pm CDT

X

Lessee

IP Address: 173.29.183.122
05/12/2021 05:11pm CDT

Prosperiti Properties

1414 E Primrose St. • Ste 100 • Springfield, MO 65804

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12. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

12.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

· \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 12.

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IP Address: 173.29.183.122
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Amenity Agreement

Prosperiti Properties, LLC will provide the following services to resident(s) located at:

[]	Electric	[]	Gas
[]	Water	[]	Sewer
[]	Cable	[]	Yard
[]	Additional Services: _____	[]	Trash

If Prosperiti Properties, LLC provides lawn care, then you are not allowed to lock any gate or prevent access to the yard.

TENANT(s) acknowledge any amenities not provided by Prosperiti Properties, LLC are the responsibility of TENANT(s).

TENANT(s) are responsible for setting up and maintaining the following services for the duration of the rental term:

OWNER reserves the right to hire a landscaping service at TENANT'S expense after a 10-day notice. Furthermore, TENANT is responsible for any citations issued by the City due negligence.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

OWNER/AGENT OF PROSPERITI PROPERTIES, LLC

DATE

Prosperiti Properties

1414 E Primrose St. • Ste 100 • Springfield, MO 65804

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Amenity_Agreement.pdf

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Lessee

IP Address: 173.29.183.122
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IP Address: 173.29.183.122
05/12/2021 05:11pm CDT

Prosperiti Properties

1414 E Primrose St. • Ste 100 • Springfield, MO 65804

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14. Sign and Accept

14.1 SIGNATURES:

X

Lessee IP Address: 173.29.183.122
05/12/2021 04:54pm CDT

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Lessee IP Address: 173.29.183.122
05/12/2021 05:11pm CDT

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Lessor IP Address: 75.98.110.254
05/13/2021 08:39am CDT