

## **Lease Agreement**

I. **General Lease Information**: This section of the Lease Agreement is to inform you of general policies related to your tenancy, and to establish the relationship between you as a tenant and the owner. Conditions for your occupancy are outlined in this Lease Agreement. "Lessee" may be referred to as "Tenant", and "Landlord" may be referred to as "Owner" or "landlord" and includes its authorized agent throughout this Lease Agreement. You are advised that all conditions of this Lease Agreement are applicable to all members of your household, including any pets. No one may join your household without the prior written consent of management.

This Lease Agreement covers a one-year period from the date of execution, and must be executed prior to the initial date of move-in. Renewals or extensions of this Lease Agreement will also cover a one year period. After the initial term ends, this Agreement will continue for successive terms of one year each unless it is terminated in accordance with the terms of this lease. If the lease is continued after the initial term ends, then the amount of tenant rent will be determined in accordance with the current amount determined by the Board of Directors of WWB Villas Inc. The terms and conditions of this lease may only be modified in accordance with Section VI.

Eligibility requirements must be determined prior to the effective date of this Lease Agreement. Tenant must complete an Application for Housing, and provide information concerning income, assets, medical, child care, and disabled assistance expenses and all household member information.

If the tenant's household composition changes and is no longer eligible to remain in the unit per the Occupancy Standard established for this property, tenant must vacate the unit within 30 days of written notification from Landlord, or at the expiration of the Lease, whichever is greater.

Rent Changes: You will receive an initial 60 day advance notice before implementation of any rent rate change.

The Following terms, conditions, and covenants shall apply to this Lease,

and each Tenant is jointly and severally liable for each provision:

## **II. Basic Agreement:**

**1. Lease** This Lease Agreement is made and entered into between hereinafter called the Tenant, and WWB Villas Inc hereinafter called the Landlord, for the **lease of Apartment No 7** at the rental property known as WWB Villas Inc located at 4005 Hwy Z in Edgerton, Missouri.

**2. Authorized occupants:** Only the individuals listed below are authorized to occupy this Apartment.

Tenant: **Carol Simpson**

Co-Tenant: **NONE**

Occupancy Standards for this complex are minimum 1 and maximum 2 for a one bedroom unit. All units are one bedroom units.

## **3. Rent Adjustments:**

**(a) Rent Proration:** If this Lease Agreement is entered into on a date other than the first of the month, Tenant's rent will be prorated based on the remaining days in the month. Tenant's rent for the remaining term of the Lease will be due and payable on the first of each month

**(b) Change in Household Members or Composition:** Tenant agrees to immediately notify the Landlord when there is a change to Tenant's household member and/or composition. Failure to report such change may result in the Landlord taking corrective action.

**4. Statements of understanding:** The following statements of understanding have been read, understood and agreed to by the Tenant.

**(a)** I understand that I must promptly notify the Landlord of any extended absences and that if I do not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency. I also understand that if my absence continues for more than 60 days, for reasons other than health or emergency, my tenancy may be terminated.

**(b)** I understand that if the unit which I occupy becomes over-housed under

Landlord's occupancy rules, or should I no longer meet the eligibility requirements of the housing complex during the term of the Lease, this Lease may be subject to termination.

### **III Required Statements:**

1. I understand and agree that my gross monthly rent for rent and utilities will be \$ 425.00.
2. I understand that my rent amount includes my cost of utilities.
3. I understand that if I am considered an ineligible occupant of the rental unit because my household income exceeds the maximum income allowance for this housing complex this Lease is valid only for an initial term of twelve months and thereafter on a month-to-month basis until an eligible applicant is approved for the same unit. I understand that if an eligible applicant is approved for this rental unit after the initial term of this Lease, I will vacate the unit within 30 days of receipt of a written notice from the Landlord that an eligible applicant is available.

### **IV Landlord and Tenant Additional Mutual Covenants:**

#### **1. Termination of Lease:**

**(a) By Tenant:** The Tenant may terminate this Lease for "good cause" effective 30 days following advance written notice to Landlord. "Good cause" as used in this paragraph means a job-related relocation, severe illness or death of Tenant or household member, notification of an authorized rent increase, or failure by Landlord to properly maintain repairs or replacements at the property or leased unit. Tenant shall be liable for all rent payments and other obligations under this Lease until the effective date of the termination. Unless the Tenant validly terminates the Lease as provided in this paragraph, Tenant shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to Landlord's obligation to mitigate its losses.

**(b) By Landlord:** The Landlord may terminate or refuse to renew this Lease only for material noncompliance with the terms of the Lease, material non-compliance with the Occupancy Rules, or other "good cause",

as defined below. Prior to termination of the Lease, Landlord must provide Tenant with written notice of the lease violation, with specific reference to the provisions of the Lease or Occupancy Rules that have been violated, provide an opportunity to correct the violation, and advise that the Tenant's conduct is grounds for termination, advise the tenant of their right to respond to the notice within ten calendar days after the date of the notice. Occupancy termination notices must specify the date the Lease will be terminated, a statement of the basis for the Lease termination with specific reference to the provisions of the Lease or Occupancy Rules that have been violated, and a statement that the Landlord may initiate judicial action to enforce the Lease termination. Both the Notice of Violation and the Notice of Termination must be delivered to the tenant by certified mail, return receipt requested, or hand delivered with a signed and dated acknowledgement of receipt from the tenant. Any termination of the Lease by the Landlord must be carried out in accordance with State and local law, and the terms of this Lease. Tenant shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to Landlord's obligation to mitigate its losses. A suit for unpaid rent and possession of the rental unit is not an action to terminate the Lease, and may be pursued by Landlord under State law, without regard to the requirements of this Section.

**"Material non-compliance"**, for the purpose of Lease Termination, includes Tenant's substantial and/or repeated violations of the Lease or Occupancy Rules, including but not limited to non-payment or repeated late payment of rent or other financial obligations due under the Lease or Occupancy Rules, or a Drug Violation (as defined below).

**"Good Cause"**, for the purpose of Lease Termination, includes Non-Eligibility (as defined below); actions by Tenant or a member of Tenant's household or by Tenant's guests which interfere with the rights and quiet enjoyment of other tenants, actions which threaten the health and safety of other persons, or are abusive, harassing or threatening to the Landlord's Manager or to other tenants; actions by a Tenant or a member of

Tenant's household or by Tenant's guests which result in physical damage to the rental unit, common areas or the property of other tenants, except when such threat can be removed with a reasonable accommodation; any actions prohibited by State and local laws; failure to reimburse the landlord within 30 days for repairs made or any other charges authorized under this Lease; permitting unauthorized persons to live in the rental unit; creating physical hazards; failure to accept and observe Landlord's authorized modifications to the Lease; unauthorized pets; failure to maintain rental unit in clean condition; failure to pay security deposit; criminal activity or alcohol abuse,

**(c.) Non-Eligibility:** The Landlord may terminate this Lease if the Tenant, although initially eligible, no longer meets the occupancy eligibility requirements as to number of tenants under the housing project's or rental unit's applicable restrictions. Tenant agrees to vacate the rental unit within 30 days of Landlord's notice that Tenant is no longer eligible for occupancy, or at the expiration of the Lease, whichever is greater.

**(d) Drug Violation:** It is understood that the use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, State, or federal law) while in or on any part of this housing project or rental unit is an illegal act. It is further understood that such action constitutes material non-compliance with the Lease. Such violations (hereinafter called a "Drug Violation")) may be evidenced upon admission to or conviction of a drug violation in any local, State or Federal court.

The landlord may require any tenant or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within the time frame set by the landlord, and not thereafter to enter upon the landlord's premises or the lessee's unit without the landlord's prior consent as a condition for continued occupancy by the remaining members of the tenant's household. The landlord may deny consent for entry unless the person agrees to not

commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The landlord may require any tenant to show evidence that any non-adult member of the tenant household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within time frames specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit, the landlord may require the person to be severed from tenancy as a condition for continued occupancy by the tenant.

If a person vacating the unit as a result of the above policies, is one of the tenants, the person shall be severed from the tenancy and the lease shall continue among any other remaining tenants and the landlord. The landlord may also at the option of the landlord permit another adult member of the household to be a tenant.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of tenants afforded by law.

Notwithstanding anything in this section, Tenant acknowledges Landlords right to initiate eviction proceedings pursuant to Mo. Rev Stat. 441.70 et seq., upon evidence of drug related activity enumerated within that chapter.

**(e) Domestic Violence:** It is further understood that domestic violence will not be tolerated and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility

requirements.

The Landlord may require any Tenant or other adult member of the tenant's household (or other adult or non-adult person outside the Tenant's household who is using the unit) who commits an act of domestic violence to vacate the leased unit permanently, within the time frame set by the Landlord, and not thereafter enter upon the housing project or rental unit without the Landlord's prior written consent as a condition for continued occupancy by the remaining members of the Tenant's authorized household. The Landlord may deny consent or entry unless the person agrees to not commit an act of domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to domestic violence, or has successfully completed a counseling program.

The Landlord may require any Tenant to show evidence that any non-adult member of the Tenant household occupying the unit, who committed an act of domestic violence, agrees to not commit an act of domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling program, complying with court orders related to domestic violence, or has successfully completed a counseling program within time frames specified by the Landlord as a condition for continued occupancy in the unit. Should a further act of domestic violence be committed by any non-adult person occupying the unit, the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Tenant.

If a person vacating the unit as a result of the above policies is one of the Tenants, the person shall be severed from the tenancy and the Lease shall continue among any other remaining Tenants and Landlord. The Landlord may also, at the option of the Landlord, permit another adult member of the household to be a Tenant.

Should any of the above provisions governing an act of domestic violence be found to violate any applicable laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above

do not supplant any rights of Tenants afforded by law.

**2. Security Deposit:** The Tenant agrees to deposit the sum of \$425.00 (this sum will be equal to one month's rent at time of initial occupancy) as a security deposit with the Landlord to assure the surrender of the rental unit in a condition of cleanliness and good repair, reasonable wear and tear excepted. Tenants eligible for rental assistance or Section 8 assistance have the option of paying said amount in full on occupying the premises, or paying \$142.00 per month for the first 3 months of occupancy until the full sum of \$425.00 has been deposited. Should Tenant fail to meet required installments the total charge will become due and payable in full and may result in termination of this Lease by Landlord. The security deposit will be returned to Tenant within 30 days after the Tenant vacates the unit, provided that the Tenant had paid all rent and damages rightfully due the Landlord under the Lease, has returned all rental unit keys and has left the rental unit and all appliances, fixtures and appurtenances clean and in good condition, reasonable wear and tear excepted, consistent with the Missouri Security Deposit Law, Section 535.300 R.S.Mo. If documentation has been provided to Landlord that an assistance animal is necessary for the normal functioning of a household member with a disability, an additional security deposit for the assistance animal will not be charged.

**3. Written statement of unit condition:** The Landlord must conduct a move-in inspection with the Tenant documenting the condition of the unit at the time of initial move-in. The inspection must identify items needing to be repaired or replaced, including agreed-upon time frames for completion of any repairs or replacements. This written inspection must be signed and dated by both Tenant and Landlord, and a copy provided to Tenant. Upon notice by Tenant of vacating unit, a move-out inspection must be completed jointly by Tenant and Landlord, for the determination of unit condition and damages, if any, to be deducted from the security deposit. A notice for inspection shall be given by Landlord so Tenant has a reasonable opportunity to be present during the move-out inspection, consistent with Section 535.300 R.S.Mo.

**4. Late Rent/Remedies:** Tenant agrees to pay rent and all charges on time. Rent is due on the 1st day of each month, and no further statement or notice will be provided. Landlord may pursue immediate action for rent and possession under State law, without notice, for late rent. If rent is not paid in full by the 10th day of the month, a late payment penalty not exceeding the higher of \$10.00 or 5 percent of the Tenant's gross tenant contribution will apply. Tenants receiving housing benefits from other sources may be subject to the late rent fee requirements of the other funding sources.

**5. Other Charges owed by Tenant:** Landlord agrees to accept the tenant contribution toward rent charges prior to payment of other charges that the tenant owes. Landlord may seek legal remedy for collecting other charges accrued by the tenant.

**6. Casualty:** If the rental unit becomes uninhabitable due to fire or other disaster, the Landlord has the right to repair the unit/building or terminate the Lease as of the date the rental unit becomes uninhabitable. A prorated portion of any prepaid rent shall be refunded to the Tenant.

**7. Occupancy Rules:** The Occupancy Rules attached hereto shall be treated and observed by Landlord and Tenant as part of this Lease. Proposed changes of any Occupancy Rules must be made available to Tenant at least 30 days in advance of implementation.

**8. Grievance procedure:** Any Tenant grievance regarding matter specified by 7 C.F.R. 3560.160 (b) (2)(v), lease violations by the Tenant that would result in the termination of tenancy and eviction are not subject to the grievance procedure of that Section..

**9. Sale of Project:** In the event the housing project in which the rental unit is located is sold this Lease will be transferred and assigned to the new owner of the project.

**10. Foreclosure or Liquidation:** In the event of foreclosure, liquidation, or acceleration, the terms of the lease will remain in effect until the date of foreclosure, liquidation, or acceleration is resolved.

**11. Utilities:** Landlord shall provide the following utilities to the rental unit

which is included in the rental charge: Electricity, Water, Sewer, and Trash Pickup.

**12. Notices:** All written notices provided by Landlord or Tenant must be delivered in one of the following ways: 1) regular first class mail, 2) personal delivery, or 3) posted on the rental unit or rental office, except for conditions specified in Section IV 1 (b).

**V. Additional tenant covenants:**

**1. No assignment and Use Limitations:** Use Limitations: Tenant shall not assign this Lease, nor sublet or transfer possession of the rental unit or any portion thereof, nor sell or give accommodation to roomers, boarders, or lodgers, nor permit the use of the rental unit for any other purpose than a private dwelling solely for the Tenant and the persons named in Section II. 2 of this Lease, and shall not use the premises for illegal activity under Federal, State or local law, or other activity which impairs the physical or social environment of the housing project.

**2. Maintenance of Premises:** Tenant shall keep the rental unit and the appliances, appurtenances and fixtures thereon in a clean and sanitary condition at all times, and shall dispose of all trash and garbage in a sanitary manner, and shall maintain the rental unit in a manner satisfactory to the Landlord. Tenant must promptly complete and submit to Landlord a Work Order Request for unit repairs and replacement. For routine maintenance items, Landlord must initiate action to complete repairs and replacements within 10 days of receipt of a Work Order. For emergency requests for repairs and replacements, Landlord must initiate action within 24 hours. Work Orders must track date of request, items of repair/replacement, assignment of work, date completed, and signature of Landlord and Tenant. It is the Landlord's responsibility for the proper maintenance of all exterior and interior emergency warning devices, i.e., smoke alarms, fire alarms, and handicap devices for the deaf.

**3. Repairs to unit:** Tenant shall not make any repairs or alterations to the rental unit without the written consent of the Landlord, shall not display any signs whatsoever, and shall not use any tacks, nails or screws, cements or

other fasteners in any part of the rental unit, except with the permission of the Landlord. All alterations, additions or improvements to the rental unit, including, but not limited to all locks, bolts, towel and bar racks, traverse and curtain rods, made by Landlord or Tenant (unless Landlord shall otherwise elect) shall become the property of the Landlord and are to be surrendered with the rental unit at the termination of this Lease. Tenant must obtain prior written consent from Landlord to change the locks on the unit. If landlord approval is obtained, a copy of the key must be provided to the

Landlord. Failure to obtain prior written consent and/or provide Landlord a copy of the key shall constitute grounds for lease termination. Tenant shall be liable for all damage that is done to the rental unit or housing project (other than normal wear and tear) as a result of acts of the Tenant, act of members of Tenant's household, or of acts of Tenant's guests. Tenant shall be liable for and pay to Landlord any reasonable expenses thereby incurred by Landlord within 10 days of written notice of demand.

**4. Fixtures:** Tenant shall not use or install any auxiliary dishwasher, washing machine, dryer or other appliance, appurtenance, or fixture in the rental unit without prior approval of the Landlord in writing. No attachments may be affixed to the exterior of the buildings without prior written consent of Landlord. Small freezer units and window air conditioners may be used with consent of the Landlord, and the Tenant agrees to pay an excess energy charge for the use of these appliances as stated in the Rules and Regulations.

**5. Right of Entry and Inspection:** Tenant shall permit the Landlord or its representative to enter the rental unit during all reasonable hours to conduct periodic inspections. Tenant shall not refuse a reasonable request of the Landlord or its representatives to enter the rental unit at any reasonable time for the purpose of determining whether the rental unit is being used in violation of any of the terms of this Lease, to inspect the general condition of the rental unit, to make repairs or alterations as deemed necessary, or to show the rental unit to prospective tenants or

purchasers.

Tenants shall also acknowledge that the Landlord or its representatives can enter the rental unit at any reasonable time without prior notification to the Tenant as long as Landlord can show just cause that a condition exists endangering the health and safety of the tenant(s), residents, occupants, or facility which requires immediate entry into the unit.

**6. Guests:** In accordance with the Occupancy Rules for this complex, the following terms have been established to determine when a guest must be added to the Tenant Certification as a member of the household. This requirement concerning guests is not applicable to live-in resident assistants. A guest residing overnight at the rental unit for at least 14 consecutive nights, or at least 4 times within a year or, in the reasonable judgment of Landlord, is living at the rental unit, will be required to complete an application for eligibility determination. The Lease may be subject to termination in accordance with Section IV 1 herein.

**7. Abandoned Property:** The procedure for handling Tenant's abandoned property at the rental unit is as set forth in Section 441.065R.S.Mo., and is summarized as follows: If Landlord has a reasonable belief that Tenant has vacated the rental unit and intends not to return, and the rent is due and unpaid for at least 30 days, Landlord may post written notice on the rental unit and serve by regular and certified mail a notice of these facts, giving the Tenant 10 days to respond in writing or pay the rent due. If

Tenant fails to do so, the rental unit shall be deemed abandoned and Landlord may remove or dispose of any property of Tenant remaining at the rental unit, with no liability to Landlord for such removal or disposition. Tenant's tenancy continues until Tenant's personal possessions are removed from the rental unit either voluntarily or by legal means, subject to the provisions of State and local law in such matters.

**8. Cooperation:** Tenant shall cooperate with Landlord as to all requirements related to compliance with any State or Federal programs relating to the housing project and rental unit, and the enforcement of rules

and regulations to ensure the peaceful occupancy of all tenants.

**9. Legal Action and Attorney's Fees:** In the event Landlord takes legal action against Tenant to enforce any of the terms, conditions and covenants of this Lease and the Landlord is successful and prevails against Tenant, then Tenant agrees to pay the Landlord's reasonable attorney's fees and court costs.

**VI. Additional Landlord Covenants:**

**1. Modification of Lease:**

(a) Any modification of this Lease shall conform to State law.

(b) Landlord may modify the terms, conditions and provisions of the Lease, to take effect during a then-current term of the Lease, only as specified herein in Section II. 3 (relating to rent adjustment) and Section IV. 7 (relating to change In Occupancy Rules).

(c.) Landlord may modify the terms, conditions and provisions of the Lease to take effect at the end of the initial term or a successive term, by serving a notice on the Tenant, together with the tender of a revised Lease or an addendum revising the existing Lease.

**2. Maintenance By Landlord:** Subject to the Tenant's duty for maintenance and repairs set forth in Sections V.2 of this Lease, the Landlord shall provide routine maintenance and services as set forth below:

(a) The Landlord shall maintain the rental unit and the appliances, appurtenances and fixtures thereto, as well as common areas and facilities of the housing project provided for the use and benefit of the Tenant, in compliance with Missouri State and local laws.

(b) The Landlord shall provide extermination services for the rental unit as conditions may require.

In Witness Whereof, the Landlord and Tenant have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Attachments: Tenant must initial to indicate receipt of the following items:

- |  |  |
|--|--|
| <input type="checkbox"/> Completed Lease Agreement | <input type="checkbox"/> Occupancy Rules and Regulations |
| <input type="checkbox"/> Policy and Procedure      | <input type="checkbox"/> Completed Move-In Inspection    |
| <input type="checkbox"/> Sample Work order         |  |