

R. Hetzel Properties, L.L.C.
Lease Agreement

This agreement made and entered into on _____, between R. Hetzel Properties, L.L.C., hereinafter called **landlord**, and _____, hereinafter called **tenant(s)**, for the purpose of renting for residential purposes the premises located at _____, **Cape Girardeau, MO 63701**. Each tenant(s) is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.

The term of rental will begin on _____, and end on _____. If tenant(s) vacates before the term ends, tenant(s) will be liable for the balance of the rent for the remainder of the term.

The monthly rent of \$ _____ dollars is due in advance of the first day of each month, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day and will be considered delinquent if not paid by the third day of each month. Landlord for delinquent rent payments may charge an additional late fee of \$10.00 dollars per day. Rent will be paid in the following manner unless landlord designates otherwise:

**By mail or delivery to:
R. Hetzel Properties, L.L.C. – 309 N Frederick St., Cape Girardeau, MO 63701**

Receipt of a security deposit in the amount of \$ _____ dollars is hereby acknowledged. Tenant(s) may not, without landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this agreement.

Said amount to be returned within thirty (30) days after tenant(s) has vacated premises, provided tenant(s) does not vacate premises before the termination of this agreement; provided tenant(s) has given landlord thirty (30) days written notice of intent to vacate; provided the premises including furnishings are left in an acceptable and clean condition and tenant(s) has caused no damages; owes no rent or penalties, and all keys have been returned to landlord. Any glass or screen replacement, light bulbs, blinds or curtains will be paid for by tenant(s).

Tenant(s) hereby acknowledges and understands that upon vacating the leased premises, any personal property, furniture, equipment, or other materials remaining within the leased premises will be considered abandoned and immediately become the property of the landlord, unless tenant(s) makes other arrangements for removal of such personal property, equipment, or other materials that is approved by landlord. Any abandoned property remaining within the leased premises may be disposed of as deemed appropriate by the landlord. Any fees, charges, or costs associated with the removal of abandoned property will be the responsibility of the tenant(s) or may be deducted from tenant(s)'s security deposit by landlord. Deposit will be returned in lump sum to the designated point of contact and not divided or distributed by Landlord to all tenants.

Tenant(s) acknowledges tenant(s) has examined the premises, including any provided appliances, fixtures, carpets, drapes, window coverings, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the landlord/tenant(s) checklist.

Tenant(s) hereby agree to the following terms and conditions:

1. Premises are to be used only as a private residence for tenant(s) listed within this agreement and their minor children. **Occupancy by guests for more than five (5) days is prohibited without landlord's prior consent and will be considered a breach of this agreement.**
2. Premises are not to be used for unlawful purposes. Tenant(s) is entitled to quiet enjoyment of the premises. Tenant(s) and guests will not use the premises or adjacent areas in such a way as to: violate any laws or ordinances, including laws prohibiting the use possession, or sale of illegal drugs; commit waste (severe property damage); or create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant(s) or nearby residents.
3. Tenant(s) is required to provide landlord thirty (30) days written notice of intent to vacate premises. Upon receipt of said notice, landlord shall have the right to show the premises to prospective tenant(s).
4. Landlord or landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenant(s). Landlord may also enter the premises to conduct a semi-annual inspection to check for safety and/or maintenance problems. Except in cases of emergency; when a service request is placed by tenant(s); tenant's abandonment of the premises; pursuant to a court order; or where it is impractical to do so, Landlord shall give tenant(s) 24 hours notice before entering.
5. **Tenant(s) shall not sublease; rent, loan, assign or give access to said premises without prior written permission of landlord.**
6. Tenant(s) shall not paint, modify, reconstruct or remodel any portion or parts of premises without written permission of landlord. Should repairs or maintenance be required to the leased premises during the lease period, tenant(s) shall contact landlord prior to arranging for any outside agency, contractor, or person to make said repairs. Should the repairs be the result of damage caused by tenant(s), then tenant(s) shall be responsible for payment for such repairs or reimbursement of landlord for labor and materials.
7. **Tenant(s) shall not permit the use of tobacco products on premises, including smokeless tobacco.**
8. Tenant(s) will notify landlord in advance if tenant(s) will be away from the premises for seven (7) or more consecutive days. During such absence, landlord may enter the premises at reasonable times necessary to maintain the property and inspect for needed repairs.
9. Tenant(s) will: keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to landlord in a condition identical to that which existed when tenant(s) took occupancy, except for ordinary wear and tear; will immediately notify landlord of any defects or dangerous conditions in and about the premises of which tenant(s) becomes aware; and reimburse landlord, upon demand by landlord, for the cost of any repairs to the premises damaged by tenant(s) or tenant(s)'s guests or pets or business invitees through misuse or neglect. **If necessary, tenant(s) understands landlord may withhold a cleaning fees from the security deposit.**
10. **Utilities are not included:** Tenant(s) are responsible for contacting the appropriate agencies to initiate utilities in their names effective _____. When tenant(s) depart the leased premises, utilities must remain active during the 30 day notice period. Agencies include: AmerenUE (Gas & Electric), City of Cape (Water, Sewer, & Trash), and Charter for (Cable/Internet/phone). **If utilities are retained in Landlord's name, Tenants agree to reimburse Landlord for all utilities paid by Landlord. Utility reimbursement shall be required the month following the utility billing period.**
11. **(OPTIONAL) Utilities are Included: Consolidated Rent Program:** Landlord will pay all utility charges. Utilities provided by landlord include water, sewer/trash, gas & electric, and wireless (wifi) internet. Tenant may have cable TV installed at tenant's expense. Tenant understands utilities are shared with another unit within the building and thermostat controls (heat & AC) will be managed by mutual agreement between tenants.

- 12. Tenant(s) agrees to hang all pictures, mirrors, or other objects with small nails or picture hanging materials to preclude unnecessary damage to walls. If you have heavy objects to hang, you may request assistance from landlord. Upon vacating, leave all nails and hooks in place. Damage beyond reasonable and normal will be deducted from deposit.
- 13. **Tenant(s) is required to immediately report any damage to premises to landlord so appropriate repairs may be scheduled. Should tenant(s) fail to promptly report damages and subsequent damage occurs (i.e. a leak is not reported and two weeks later significant damage has occurred to flooring or ceilings), tenant(s) would be responsible for repairs to premises.**
- 14. Tenant(s) will not attach anything permanently to walls or woodwork without written permission of landlord.
- 15. Trash pickup *is* provided. Tenant(s) is responsible for placing trash in the proper pickup location on the proper weekday. All trash left outside must be in appropriate containers to preclude infestation by animals or rodents, and to ensure good sanitary conditions. Trash containers must be stored behind the house.
- 16. Yard maintenance is provided by landlord. Tenant(s) will not modify landscaping without permission of landlord. Mowing is provided by a contracted service at Landlord's expense. Tenants are also responsible for keeping the property clean and free of trash and debris, which may accumulate as a result of littering. Tenants are responsible for removal or treatment of snow and ice during winter months. Landlord assumes no liability for accidents or damages related to tenant's failure to remove or treat snow and ice at leased premises.
- 17. Failure of tenant(s) to comply with the provisions of this agreement shall, at the discretion of landlord, constitute a breach of this agreement. In the event of such a breach, tenant(s) forfeits all rights established herein. Tenant(s) will pay any legal fees incurred by landlord to remedy such a breach.
- 18. The failure of tenant(s) or tenant(s)'s **guests or invitees** to comply with any term of this agreement is grounds for termination of the tenancy, with appropriate notice to tenant(s) and procedures as required by law.
- 19. If, after signing this agreement, tenant(s) fails to take possession of the premises, tenant(s) will still be responsible for paying rent and complying with all other terms of this agreement. If landlord is unable to deliver possession of the premises to tenant(s) for any reason not within landlord's control, including, but not limited to partial or complete destruction of the premises, tenant(s) will have the right to terminate this agreement upon proper notice, as required by law. In such event, landlord shall be liable only for return of all sums previously paid by tenant(s) to landlord.
- 20. Special Provisions: **If leased premises are furnished, tenant(s) are responsible for any damages, except for normal wear, to furnishings, furniture, appliances, and property provided by landlord for tenant(s) use during the lease period. If appliances are damaged during occupancy, tenants may be responsible for payment for repairs if damage is not related to normal wear and tear.**
- 21. Tenants understand that in January of their lease period Landlord will determine if tenants wish to renew their lease agreement. If tenants elect not to renew lease, tenants understand and agree that Landlord may, with prior notification, schedule appointments for prospective tenants to view the leased premises beginning in January of the lease period.
- 22. This agreement constitutes the full understanding between the tenant(s) and R. Hetzel Properties, L.L.C. Landlord or tenant(s) has made no promises or representations, other than those included herein and those implied by law. Any modifications to this agreement must be writing and signed by tenant(s) and landlord.

Prepared this ___ day of ___, 201_.

Tenant List:

_____:

Landlord: _____

PET POLICY

Our pet policy permits pets on a case by case basis with prior approval

We do not permit puppies or kittens (normally pets under 1 year).

Pets should never be brought to the leased property without **prior approval**. If a tenant does introduce a pet to the leased property, the tenant(s) will be considered in default of the lease agreement.

If a pet is approved by R. Hetzel Properties, LLC, the tenant(s) must agree to:

1. Provide evidence of renters insurance that includes pet coverage.
2. Have all flooring professionally cleaned by an approved and licensed contractor upon their departure.
3. Tenant(s) must agree they will be responsible for any damage(s) directly or indirectly caused by their pet, even if the damage exceeds their security deposit.
4. Tenant(s) must agree to keep the pet inside the leased property and when the pet is taken outside, the pet will be on a leash at all times and supervised by the pet owner or responsible party. Under no circumstances are pets to be chained or tied up outside a leased property.

If a tenant is looking for a mature pet, we strongly encourage tenants to visit the Southeast Missouri Humane Society.

I agree to the terms and conditions of the Pet Policy reflected above:

March 10, 2015 Initials: _____

Local Utility Information

Ameren UE: Electric/gas 1-800-552-7583

City of Cape: Water/Sewer 1-573-339-6322 401 Independence St.

Charter: Cable/Internet 1-888-438-2427

Contact Information

**Rick Hetzel
227 Sheridan Drive
Cape Girardeau, MO 63703
PH: 800-270-7198
www.hetzelproperties.net**