



Rockhill Gallery Lease

BY THIS AGREEMENT made and entered into on April 1st, 2011, between Rockhill Gallery Apartments, herein referred to as Lessor, and TENANT herein referred to as Lessee. Lessor leases to Lessee the premises situated at 4602 Campbell St. Apt 3, in the City of Kansas City, County of Jackson, State of Missouri, and more particularly described as follows: Rockhill Gallery Apartments together with all appurtenances, for a term of 1 year[s], to commence on April 1, 2011, and to end on March 30, 2012.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Five Hundred Forty Dollars (\$540) per month in advance on or before the first day of each calendar month beginning April, at 4614 Campbell Street, City of Kansas City, State of Missouri, In white drop box or at such other place as Lessor may designate.
2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Rockhill Gallery Apartments. No Cash is accepted.
3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Thirty-Five Dollars (\$35.00). In addition to all other remedies available to Lessor, EACH TIME TENANT FAILS TO MAKE ANY MONTHLY RENTAL PAYMENT WITHIN FIVE (5) DAYS OF THE DATE DUE, LESSOR IS HEREBY AUTHORIZED TO CHARGE LESSEE WITH A LATE CHARGE OF THIRTY-FIVE (\$35.00) DOLLARS (THE "LATE CHARGE"). The Late Charge will be payable by Lessee to Lessor upon demand.
4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Thirty-Five Dollars (\$35.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
5. Security Deposit. On execution of this lease, Lessee deposits with Lessor Five Hundred Forty Dollars (\$540), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. From 10PM to & 7AM there should be no excessive noise or disturbances on the premises.
7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this lease.
8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than One persons, consisting of One adult[s] and no child[ren] under the age of 18 years, without the written consent of Lessor. The following are the name(s) of the permitted occupant(s):

9. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.
10. Keys. Lessee will be given one set of key(s) to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Twenty Five Dollars (\$25) per key.
11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
12. Lockout. If Lessee becomes locked out of the premises after management's normal business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense or Lessee can contact onsite management for a fee of \$25.00 to gain access when available. Replacement or additional keys, Security Door-\$25.00, Apt Key-\$10.00, & Full set \$35.00. Duplication of the Security Key is in violation of the terms of this lease and is not permitted. If lock out occurs between 11PM and 7AM the fee is \$35.00. Lockout fees are payable to Ron Larson in form of cash or check at the time of entry.
13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes a parking space must sign a Parking Registration Form and keep information current.
14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.
15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that Water, Trash Service, Laundry Service and AC shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary. If tenant wishes to paint the unit they must obtain a "Paint Agreement" prior to any painting.

22. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor a deposit of Two Hundred Dollars (\$200), per pet. Pet Deposit is used for routine maintenance of the property and extermination of the leased property after tenant move out. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum. Pet Deposit is Non-Refundable.

23. Display of Signs. During the last Thirty (30) days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Notification will be given to tenant when possible but is not required.

24. Rules and Regulations. Lessor's existing rules and regulations, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

25. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new One year tenancy will be automatically created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof. Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement

26a. 30 Day Notice. A 30 day written notice prior to the expiration of the lease is required but no more than 45

days. If notice is not received a new one year tenancy will be created. This is not a month to month term and a new full one year lease is established and is subject to all the terms and conditions hereof including proper notice to vacate at the end of the new established lease Expiration date. _____ INTIAL HERE

27. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement. If a month to month tenancy is allowed there is a \$30.00 monthly fee. Notice to vacate for month to month tenancy must be received on the 1st of the month. If notice is not received on the first of the month tenant will be responsible for rent for the following month. Rent is not prorated for improper notifications.

28. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

29. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within ten (10) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

30. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

33. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

34. Trash. Lessor will provide regular trash removal. However, at no time shall trash be left outside of provided dumpsters by the Lessee. No furniture, tires or appliances shall be put inside or left outside of dumpsters at any time. The Lessor reserves the right to charge a Thirty Five Dollar (\$35) fee for removal of the each item of the above stated infringements disposed of by the lessee. _____ INTIAL HERE

35. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

_____ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence. Renters Insurance is recommended and offered generally with car insurance policy for a nominal fee

36. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Lessee:

Date:

Lessee:

Lessor:

Date:

Tenant
4602 Campbell St. Apt 3
Kansas City, MO 64110

Rockhill Gallery Parking Agreement

This agreement by Rockhill Gallery (Lessor) and TENANT (Lessee), for parking space number RGxx located at 4602-4638 Campbell Street, city of Kansas City, state of Missouri.

Terms of Agreement

This agreement commences on January 1st, 2011 and runs until the end of your lease.

Use

1. The parking space is for the exclusive use of the Lessee and must be used for the parking of motor vehicles only. Any motor vehicle maintenance or repair performed in the parking space, or any other use of the property without the prior consent of Lessor or Lessor,s agent, is prohibited.
2. All guests must park on the street or your assigned space.
3. Guests are never allowed to park in other tenants spaces even for the shortest period of time.

General Conditions

1. Lessee agrees to refrain from excessive noise when using the parking space.
2. Lessee will keep parking space clean and free of debris and will not store hazardous material on premises.
3. Lessor will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the premised; for damage by water, snow or ice being upon or coming off/through roof, walks or cables; damage arising for acts or neglect of other occupants of the same building or other motor vehicles; or the theft or vandalism by others. It is encouraged that Lessee purchase insurance to cover the about-mentioned instances.
4. Lessee will be notified of work being complete in the parking lot that necessitates moving vehicles, generally, 24 hour notice will be given.
5. The parking space will be used solely by the Lessee or guest. Use by any others will require prior permission by the Lessor of Lessor's agent.
6. All vehicles must be licensed, insured and in working condition.

Lessee _____ Date _____

Lessor _____ Date _____