**BURR OAK WOODS APARTMENTS RESIDENTIAL LEASE AGREEMENT**

Landlord: Burr Oak Woods Apartments Leased Premises (the “Premises”):

 Address:

Address: 3403 NW Duncan Road

 Blue Springs, MO 64015 Blue Springs, MO 64015

Phone: (816)228-6300

Email Address: burroakwoodsapartments@gmail.com

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

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

Tenant DOB: Co-Tenant DOB: \_\_\_/\_\_\_\_/ \_\_\_\_\_\_

Phone: Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Routing No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Routing No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Monthly Rent: $0.00

(Market Rent: $660.00 + Water/sewer: $ 35.00)

Additional Tenant Fee (if more than 2 adult residents): $0.00

Security Deposit: $0.00

Animal Deposit: $0.00

Animal Violation Fee: $0.00

Late Charge: $50.00 after the 5th Day of the Month and $5.00 per day

Original Lease Term: 12 Months

Lease Start Date:

Lease Termination Date:

Pro-rated Rent Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $0.00

Last Month’s Rent: $0.00

Total Term Payment for 12 Month Lease: $0.00

Early Termination Fee $2000.00

 ***Plus forfeiture of entire security and pet deposit on file.***

RENT PAYMENT and NOTICE ADDRESS:

3403 NW Duncan Road

Blue Springs, MO 64015



1. **PARTIES.** This Lease is made as of the Lease Start Date (as stated on Page 1 of this Lease) between Landlord with a Rent Payment and Notice Address (as stated on Page 1 of this Lease), Tenant and Co-Tenant (collectively referred to as “Tenant”).
2. **PREMISES.** Landlord hereby rents to Tenant and Tenant accepts in its present condition the Premises (as stated on Page 1 of this Lease).
3. **NOTICES.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at thePremises, and to Landlord at the Rent Payment and Notice Address (as stated on Page 1 of this Lease).
4. **TERM.** The term of this Lease shall commence on the Lease Start Date (as stated on Page 1 of this Lease) and end on the Lease Termination Date (as stated on Page 1 of this Lease). If the term does not commence on the first day of the month, Tenant agrees to pay the Pro-rated Rent Amount (as stated on Page 1 of this Lease).
5. **RENT.** Tenant shall pay to Landlord the monthly Rent (as stated on Page 1 of this Lease), payable on the first (1st) day of each month, in advance, during the entire term of the Lease. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay Rent.
6. **RENEWAL TERM.** The Lease term will automatically renew month-to-month unless either party gives at least 30 days written notice of termination. The Rent shall increase after the original Lease term by $100.00 per month.
7. **CONCESSIONS.** Tenant has received a **Move in special** valued at **$200.00** as a rental concession based upon a **2-month term**. In the event of a default by Tenant under this Lease, all concessions must be repaid by Tenant to Landlord.
8. **ELECTRONIC WITHDRAWAL.** Tenant authorizes Landlord to electronically withdraw from Tenant’s Bank Account (as stated on Page 1 of this Lease) the Rent, fees and costs provided herein. Tenant agrees to retain sufficient amounts in the Bank Account for monthly withdrawals throughout the term. If Tenant desires to change the Bank Account to another institution, Tenant shall give Landlord prior written notice and execute any required authorization form.
9. **LATE CHARGES.** Tenant agrees to pay a Late Charge of $50.00 (as stated on Page 1 of this Lease) if Tenant fails to fully pay rent by the 5th day of each month plus an additional Late Charge of $5.00 per day until paid in full.
10. **RETURNED CHECKS.** If any payment by Tenant is returned for nonsufficient funds (NSF) or if Tenant stops payment, Tenant will pay to Landlord a “returned check” fee for each such check. In such an event, Landlord shall be entitled to require all future payments from Tenant to be made in cash, by bank check, money order or cashier's check.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for the following utilities: [ ]  gas

[x]  electric [ ]  water [ ]  wastewater/sewer [x]  telephone [x]  internet [x]  TV service [ ]  trash [ ]  other \_\_\_\_\_\_\_\_\_\_\_. All accounts shall be maintained in Tenant’s separate name. Landlord shall not be responsible for any service interruption for failure to pay or transfer utility services. Should Landlord pay for any utility service to protect or preserve the Premises from damage or for any reason, Tenant shall reimburse Landlord immediately upon demand for any such amounts paid by Landlord in addition to a “utility service” fee of $100.00 on each occasion.

1. **ORDER IN WHICH FUNDS ARE APPLIED.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check fees, charge-backs for repairs, brokerage fees, utilities and past-due Rent, and then to the current month’s Rent, regardless of any notations on a check.
2. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit (as stated on Page 1 of this Lease), as security to Landlord for the performance of this Lease. The Security Deposit may be commingled with other funds of Landlord, and shall not bear interest.
3. **NO WITHOLDING RENT.** Tenant may not withhold Rent for any reason. Tenant shall not attempt to apply or deduct any portion of the Security Deposit (as stated on Page 1 of this Lease) from the last, or any, month's Rent or use or apply the Security Deposit at any time in lieu of payment of Rent, fees and costs provided herein.
4. **CONDITION OF PREMISES.** Tenant represents and warrants that Tenant has examined the Premises, and that the residence, fixtures, and furniture are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition**.**
5. **INVENTORY.** Tenant agrees to identify any defects and damages to the Premises on the Move-in and Move-out Inventory Condition Form supplied by Landlord at the time of possession. Defects and damages not set out on the Move-in column of the Inventory Condition Form shall be presumed to have first occurred during Tenant’s occupancy of the Premises.
6. **OCCUPANTS.** The Premises shall be used and occupied solely by Tenant and the following people:

Name Relationship to Tenant Date of Birth SSN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ / \_\_\_\_ / \_\_\_\_ \_\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_\_

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Anyone who is not named in this Paragraph, or who does not sign this Lease, may not reside on the Premises. Anyone not listed above must not stay on the Premises without Landlord’s prior written consent for more than 2 consecutive days or more than twice that many days in any one month. All persons who wish to reside on the Premises must be named in this Paragraph, be submitted to Landlord’s screening and application process and, if over age 18, sign this Lease. If Tenant violates this provision, Landlord shall have the option of pursuing any remedy allowed by law, including terminating Tenant’s right to occupy the Premises, or assessing a monthly Additional Tenant Fee (as stated on Page 1 of this Lease).

1. **KEYS AND FURNITURE.** Landlord will provide Tenant with 2 door key(s), 0 mailbox key(s), and 1 laundry and storage access key. Tenant shall not change the locks. If Tenant violates this provision, Landlord shall have the option of pursuing any remedy allowed by law, including terminating Tenant’s right to occupy the Premises or cutting and/or drilling out the unauthorized lock with the costs being charged to Tenant. The Premises is [ ]  furnished or [x] unfurnished.
2. **SECURITY SYSTEM.** If Tenant installs a security system in the Premises, Tenant is responsible for providing Landlord with the code and keeping Landlord informed of any changes made to the code. If Tenant fails to provide Landlord with the code, Landlord enters the Premises and sets off the alarm, Tenant will be responsible for any fees or charges that are incurred. At the end of the term Tenant shall, at Tenant’s sole expense, remove the security system and restore the Premises to the original condition.
3. **LOCK OUTS.** In the event it is necessary for Landlord to provide personnel for the purpose of assisting Tenant with a lock out or lock change, Tenant will be responsible for a “lockout” fee of $25.00 for each instance. In the event assistance is needed after 6:00 p.m. on any weekday or at any time on Saturday (outside of normal business hours between 12-3pm), Sunday or holidays for any purpose, Tenant will be responsible for a “late hour” fee of $25.00 for each instance.
4. **EARLY TERMINATION.** Tenant shall be liable to Landlord for an Early Termination Fee (as stated on Page 1 of this Lease) if Tenant moves from the Premises without giving a **60 day written notice of termination** as required above. Payment of the Early Termination Fee (as stated on Page 1 of this Lease) shall not release Tenant from liability for Rent, future Rent due, or reimbursement of the value of any concessions until the Premises is re-let to another tenant or Tenant executes an Agreement for Vacating Prior to Lease Expiration and forfeits the entire Security and Pet Deposit (as stated on Page 1 of this Lease). **FAILURE to comply with these agreements results in tenant(s) account information being reported to COLLECTIONS/CREDIT BUREAU**
5. **NON-DELIVERY OF POSSESSION.**  In the event Landlord is unable to deliver possession of the Premises to Tenant on the Lease Start Date (as stated on Page 1 of this Lease), Rent shall abate on a pro rata basis until such time as possession can be delivered, which abatement shall constitute full settlement of all damages caused by such delay. If Landlord is unable to deliver possession within thirty (30) days, either Landlord or Tenant may then terminate this Lease by giving written notice to the other, and the Security Deposit (as stated on Page 1 of this Lease) shall be refunded to Tenant.
6. **PARKING.** Landlord may regulate the time, manner, and place of parking of any vehicle at the Premises. Parking at the Premises is limited to passenger vehicles. Tenant has no right to store any vehicles or parts thereof, or any other personal property, without the consent of Landlord. Landlord may, at Tenant’s sole expense, have inoperable, unauthorized, or illegally parked vehicles towed without liability. A vehicle is unauthorized if it:
	1. has flat tires or other conditions rendering it inoperable;
	2. is on jacks, blocks or has wheel(s) missing;
	3. has no current license or no current inspection sticker;
	4. takes up more than one parking space;
	5. belongs to a Tenant or Occupant who has surrendered, vacated, or abandoned the Premises;
	6. is parked in a marked handicap space without the legally required handicap insignia;
	7. blocks another vehicle from entering or exiting or blocks garbage truck from accessing a dumpster;
	8. is parked in a fire lane or designated "no parking" area;
	9. is parked in a space reserved for another tenant; or
	10. Is parked on the grass, sidewalk, patio or any area not designated for lawful parking.
7. **INSURANCE.** Tenant is required to maintain renter’s insurance including general liability coverage. Landlord does not carry insurance to cover Tenant’s personal property or injury. Landlord shall not be responsible to Tenant or Tenant’s family, guests, occupants, animals or invitees (collectively referred to as a “Guest”) for damage or loss caused by fire, water overflow/leakage, earthquake, acts of God, mold, utility interruption, negligence of other tenant(s) and/or any other causes. Tenant’s failure to maintain insurance shall be a complete waiver of Tenant’s right to seek damages against Landlord.
8. **ANIMALS.** No animals are allowed, even temporarily, in or around the Premises, unless authorized by a separate written Animal Addendum. If Tenant violates this provision, Landlord shall have the option of pursuing any remedy allowed by law, including terminating Tenant’s right to occupy the Premises, removing the unauthorized animal, or assessing a monthly Animal Violation Fee (as stated on Page 1 of this Lease).
9. **WATERBEDS.** Waterbeds are not permitted, unless authorized by a separate written Waterbed Addendum.
10. **SATELLITE DISH.** Installation of a satellite dish or antenna on the roof or exterior walls of the Premises is not permitted, unless authorized by a separate written Satellite Dish and/or Antenna Addendum.
11. **COMMUNITY RULES AND POLICIES.** Tenant agrees that the Community Rules and Policies attached to this Lease, and such other rules and regulations as may be adopted from time to time by Landlord and delivered to Tenant, are a part of this Lease. Tenant agrees that any failure to comply with the Community Rules and Policies shall be a breach of this Lease.
12. **RIGHT OF ENTRY.** Landlord shall have the right to enter the Premises at a reasonable hour and with reasonable notice for any business purpose connected with the operation of the Premises. In case of an emergency involving potential loss of life or property damage, Landlord may enter the Premises at any time and without notice to Tenant. Landlord may prominently display a “For Sale,” “For Lease” or similarly worded sign on the Premises duringthe term of this Lease or any renewal period. Landlord will not permit any person who is not a party to this Lease to enter the Premises unless Tenant submits an Authorization to Enter Residence Form to Landlord.
13. **TENANT RESPONSIBLE FOR GUESTS**. Tenant agrees that any violation of this Lease by a Guest shall be considered a violation by Tenant. Tenant will be liable for any damage caused by a Guest. Landlord may exclude from the Premises or any outside area or common area a Guest who has violated the law, violated this Lease, the Community Rules and Policies, or has disturbed other tenants, neighbors, visitors or Landlord.
14. **TENANT AGREEMENTS.** Tenant will, at his/her sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
	1. Comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises;
	2. Not conduct business activities or provide services for pay on the Premises;
	3. Not smoke or allow a Guest to smoke on the Premises;
	4. Not engage in criminal activity or possess drugs or drug paraphernalia in or near the Premises;
	5. Not discharge a weapon in or near the Premises or possess a weapon prohibited by law;
	6. Not keep on the Premises any flammable, combustible or explosive fluid, material, chemical or substance; Use care in handling candles and kerosene lamps;
	7. Not engage in conduct, or allow a Guest to engage in conduct, that will disturb the neighbors' quiet and peaceful enjoyment of their premises;
	8. Not have swimming pools, fish tanks or liquid containers over 10 gallons in capacity, sand boxes or store or cut wood on the Premises;
	9. Clean and dust the Premises on a regular basis; remove visible moisture accumulation; provide appropriate climate control; and take other measures to retard and prevent mold and mildew from accumulating in the Premises;
	10. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
	11. Not obstruct or cover the windows or doors;
	12. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
	13. Not leave windows or doors in an open position during any inclement weather;
	14. Not operate a barbeque grill or fire pit on or under decks or balconies or within 10 feet of the Premises;
	15. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air dry any of the same within any yard area or space;
	16. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
	17. Keep all air conditioning filters clean and free from dirt;
	18. Maintain adequate temperature in the Premises to prevent freezing of water in the pipes;
	19. Replace the furnace filter at least twice each year and more frequently if necessary;
	20. Keep the Premises free of infestation by insects and pests other than termites and notify Landlord if evidence of termites is found;
	21. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order; repair and only use the same for the purposes for which they were constructed; and not allow any sweepings, rubbish, sand, rags, grease, coffee grounds, feminine products, diapers, ashes or other substances to be thrown or deposited therein;
	22. Keep any garbage disposal free of obstruction and of clogging from grease and all drain lines free-running;
	23. Deposit all trash, garbage, rubbish or refuse in the locations provided and not allow the same to be deposited or stand on the exterior of any building or within the common areas;
	24. Keep batteries in smoke detectors, periodically test and maintain the smoke detectors in good working order. Landlord may assess a “smoke detector” fine of $100.00 if the smoke detectors are tampered with or if batteries are not maintained in the smoke detectors;
	25. Provide and change all light bulbs within the Premises or switch controlled from the Premises, no matter where the a light fixture is located, at Tenant’s expense; and
	26. Notify Landlord immediately in writing of any defective condition of the Premises which comes to Tenant’s attention.
15. **ALTERATIONS AND IMPROVEMENTS.** Tenant must obtain prior written consent from Landlord before painting, installing any fixtures, making any alterations, additions or improvements. If permission is granted for installation, such fixtures shall become property of Landlord and remain on the Premises after the Lease Termination Date (as stated on Page 1 of this Lease).
16. **MAINTENANCE REQUESTS**. Tenant is required to immediately report all maintenance problems including requests for repairs, installations, services or security-related matters, in writing to the Rent Payment and Notice Address (as stated on Page 1 of this Lease). Failure to report a problem in writing may result in Tenant liability for any damages to the Premises. Landlord’s written notes on an oral request do not constitute a written request from Tenant nor does complying with or responding to any oral request waive the strict requirement for a written notice under this Lease.
17. **UNINHABITABILITY DUE TO FIRE OR OTHER CAUSE.** In the event the Premises is destroyed or rendered wholly uninhabitable by mold, mildew, fungus, mycotoxins, spores, scents, fire, storm, earthquake or other casualty not caused by the negligence of Tenant, Landlord shall have the option of pursuing any remedy allowed by law, including terminating Tenant’s right to occupy the Premises, without liability, by giving Tenant written notice within 10 days of being notified of the condition, or elect to repair. If Landlord elects to repair, it shall be given 30 days to do so. Rent shall abate during the time the dwelling is uninhabitable. Should only a portion of the Premises be rendered uninhabitable, only said portion of Rent shall abate. However, in the event the Premises becomes uninhabitable because of damage caused by the negligence of Tenant or a Guest, Rent shall continue and not be abated.
18. **REIMBURSEMENT BY TENANT.** Tenant agrees to reimburse Landlord within 10 days of written demand in the amount of any loss, property damage, or cost of repairs caused by the negligence or improper use by Tenant or a Guest.
19. **SECURITY NOT PROVIDED.** Tenant acknowledges that Landlord has neither given nor implied any assurances regarding the safety or security of Tenant or a Guest. Landlord is not required by this Lease to provide security guards or patrols, security lighting, security gates or fences or any other form of security. Landlord does not have the obligation to investigate the background or history of any tenant, agent, employee or manager.
20. **LEASE OF LIABILITY.** Landlord, its agents, employees and managers shall not be liable to Tenant or a Guests for personal injury or death of any person or for damage to or loss of personal property in or about the Premises, regardless of the cause of such injury, loss or damage, even if caused by the negligence of Landlord, its agents, employees and/or managers. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
21. **STORAGE.** Landlord shall not be obligated to provide Tenant with storage, nor shall Landlord be responsible for any loss or damage to Tenant’s personal property which may have been placed in storage.
22. **DEFAULT BY TENANT.** If Tenant breaches any term and/or condition of this Lease or any federal, state or local law, Landlord shall have the option of pursuing any remedy allowed by law, including terminating Tenant’s right to occupy the Premises. The termination of Tenant’s possession shall not release Tenant from liability for Rent, future Rent due, or reimbursement of the value of any concessions. Acceptance of monies at any time will not waive any of Landlord’s rights.
23. **LEGAL EXPENSES:** In the event Landlord employs an attorney to enforce the terms of this Lease, collect Rent, damages or other amounts due, obtain possession, or defend any claim or counterclaim brought by Tenant or a Guest, Landlord shall be entitled to recover its reasonable attorney’s fees, reasonable hourly compensation for time expended by Landlord, its agents, employees or managers and court costs.
24. **ABANDONMENT.** If Tenant abandons the Premises during the term of this Lease, Landlord shall have the option of pursuing any remedy allowed by law, including: terminating this Lease upon re-letting the Premises to another tenant; holding Tenant responsible for payment of all Rent, fees and costs through the end of the term; or charging Tenant an Early Termination Fee (as stated on Page 1 of this Lease). If Tenant abandons any personal property, Landlord may dispose of it as provided by law and is hereby relieved of all liability for doing so.
25. **VACATING THE PREMISES.** Upon expiration or termination of the tenancy, Tenant shall surrender the Premises in as good a state and condition as it was on the Lease Start Date (as stated on Page 1 of this Lease), ordinary wear and tear excepted. Tenant shall remove all personal property and debris and clean the Premises thoroughly.
26. **KEYS AND FORWARDING ADDRESS:** Tenant agrees to deliver all keys and copies thereof to Landlord upon expiration or termination of the tenancy and shall be responsible for Rent, fees and costs provided herein until delivery of all keys to Landlord. Tenant shall not leave the keys in the Premises at the end of the term. Tenant’s forwarding address must be provided to the Rent Payment and Notice Address (as stated on Page 1 of this Lease) by the last day of occupancy.
27. **RETURN OF SECURITY DEPOSIT.** Return of Tenant’s Security Deposit is governed by the Security Deposit Agreement with List of Charges Addendum executed concurrently with this Lease.
28. **MILITARY PERSONNEL.** In the event Tenant is/becomes a member of the U.S. Armed Forces on active duty and receives permanent change orders or is ordered into military housing, Tenant may terminate this Lease with thirty (30) days written notice of termination to Landlord. Tenant shall also provide Landlord with a copy of the official orders or a letter signed by Tenant’s commanding officer, reflecting the change which warrants termination.
29. **VERBAL REPRESENTATIONS NOT BINDING**. No representations other than those contained in this Lease shall be binding upon Landlord.
30. **MODIFICATION.** This Lease shall not be modified except in writing and signed by the parties to be bound.
31. **SEVERABILITY.** If any part of this Lease shall be held to be unenforceable by law for any reason, the remainder of this Lease shall continue in full force and effect.
32. **SUCCESSORS AND ASSIGNS.** This Lease hereby binds Tenant to Landlord’s lawful successors and assigns and such subsequent purchasers of the Premises without the necessity of attornment. Tenant’s rental application, the Community Rules and Policies and this Lease shall also be binding upon Tenant’s heirs and successors. Tenant grants Landlord the right to damages from his estate, successors and personal representatives should his death occur during the Lease term.
33. **NO ASSIGNMENTS OR SUBLETTING.** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, but such consent shall not release Tenant from the obligations of this Lease.  All applicants shall be submitted to Landlord’s screening and application process and, if over age 18, sign this Lease.  Use of any listing service including but not limited to Airbnb, Flipkey, Tripping, VRBO or HomeAway, regardless of the length of stay, shall be a sublease and breach of this Lease.
34. **HEADINGS.** The titles, headings and captions in this Lease are for convenience only and are not to be construed to interpret, define, limit or change the intent or meaning of the language contained in this Lease.
35. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted under the laws of the State in which the Premises is located.
36. **JOINT AND SEVERAL RESPONSIBILITY**. It is agreed that multiple Tenants and guarantors are jointly and severally responsible for all terms of this Lease.
37. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
38. **NON-WAIVER.** Failure of Landlord to insist upon the strict performance of the terms of this Lease shall not constitute a waiver or relinquishment of Landlord’s right thereafter to enforce any term, covenant, agreement or condition contained herein, but the same shall continue in full force and effect.
39. **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other one, or in respect to, any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.
40. **DISCLOSURE RIGHTS.** If someone requests information about Tenant for law-enforcement, government or business purposes, Landlord may provide it. Tenant hereby consents to the release of any and all information acquired by Landlord during the tenancy. Landlord may obtain a credit report for the purposes of locating a former Tenant or for use in the collection of any debt owed to Landlord.
41. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord. Tenant shall not record this Lease on the records of any public office.
42. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease.
43. **GUARANTY.** A separate Guaranty of Performance Addendum for each guarantee is required, should a personal guarantee be necessary.
44. **OTHER.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
45. **ADDENDUMS.**  Addendums as a part of this Lease include:

[x]  Animal Addendum

[x]  Bed Bug Addendum

[x]  Community Rules and Policies

[x]  Crime Free Lease Addendum

[ ]  Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

[x]  Guaranty of Performance Addendum

[ ]  Methamphetamine Disclosure

[x]  Mold Addendum

[x]  Move-in and Move-out Inventory Condition Form

[x]  Safety Guidelines for Tenants

[ ]  Satellite Dish and/or Antenna Addendum

[x]  Security Deposit Agreement with List of Charges Addendum

[ ]  Sample Agreement for Vacating Prior to Lease Expiration

[ ]  Sample Authorization to Enter Residence Form

[ ]  Sample Disability Modification Agreement

[ ]  Sample Notice of Termination

[ ]  Shared Meter Utility Addendum

[ ]  Sub-Metered Utility Addendum

[ ]  Waterbed Addendum

***This document is a contract. You are legally bound by this document. Please read it carefully. Before submitting a rental application or signing this Lease, you may take a copy of these documents to review and/or consult an attorney. You are also entitled to a copy of this Lease after it is fully signed.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Tenant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Co-Tenant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Leasing Agent’s Signature Date

 *THIS RENTAL AGREEMENT IS NOT EFFECTIVE AS A CONTRACT UNTIL COUNTERSIGNED BY A GENERAL PARTNER OF THE BURR OAK WOODS PARTNERSHIP AND UNTIL SUCH TIME NO RIGHTS SHALL ACCRUE BETWEEN THE PARTIES HERETO EXCEPT AS SET OUT IN THE RENTAL APPLICATION WHEN EXECUTED.*

COUNTERSIGNED THIS DAY OF , 20\_\_\_.

BURR OAK WOODS PARTNERSHIP

 By:

 General Partner