

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT is made and entered by and between:

LANDLORD, **Property Professionals Management LLC, 3200 Penn Terrace, Suite 113, Columbia, MO 65202**, property manager on behalf of an undisclosed principal landlord, and

TENANT, **Columbia Police Depart/City of Columbia**. All adult occupants of the premises described herein must sign this Lease and all such person are collectively referred to as "Tenant" and all are jointly and severally liable under this Lease.

The owner of the premises has appointed **Property Professionals Management LLC** to act as Landlord's agent and confers upon **Property Professionals Management LLC** the power to manage the premises and to receive service of process and any notices on behalf of Landlord. Landlord may designate another agent from time to time at Landlord's sole discretion by delivering a notice to Tenant regarding the same at the premises. Reference to "Landlord" herein shall include both the owner of the premises and the property manager, if any.

1) **PREMISES:** Landlord leases to Tenant, in reliance on Tenant's Rental Application, and Tenant rents from Landlord for the term of this the following-described premises, referred to herein as "the premises" (legal description may be attached and incorporated by this reference):

4507-A Orchard,

together with the following listed appliances and furnishing (if any):

Stove, refrigerator, microwave, dishwasher.

If there are common areas relating to the building in which the premises are located, the Tenant, in conjunction with the use of the premises is hereby granted a non-exclusive license to the use of all portions of the building neither leased nor intended to be leased at the time to Tenant or other tenants or set aside for the exclusive use of Landlord (the "Common Areas"). This non-exclusive license shall not interfere with nor hinder the use of the Common Areas by Landlord and/or other tenants. The Common Areas and shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas, which Tenant will follow; to change the areas, locations and arrangements of parking areas and other common facilities; to regulate traffic flow; to restrict parking by tenants and their guests to designated parking areas; and to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants. If the premises is located in a building with more than three units, Landlord expressly reserves the exterior face of exterior walls, the roof, and the use thereof, together with the right to install, maintain, use, repair, and replace such pipes, duct work, conduits, utility lines, wires, vents, and the like through the area above the ceiling, the columns and the space surrounding the columns, partitions, in or beneath floor slabs, on, above, or below the premises, or other locations as may be reasonably necessary for the servicing of the premises or other portions of the building.

2) **TERM OF AGREEMENT:** (only the section marked with a "X" shall be applicable):

This is a lease for a fixed period of (1) year(s), beginning on the 1st day of August, 2019 and terminating on the 31st day of July, 2020 (the "term"). In the event that Landlord allows Tenant to stay beyond the Term, which permission shall be in writing and delivered before the end of the current term, the occupancy shall be deemed to be monthly and either party may terminate, with or without cause, by giving the other party one month's written notice of termination prior to the next date on which the rent payment is due.

This is an agreement for a month-to-month periodic tenancy commencing on the _____ day of _____, 20____. This agreement shall be automatically renewed on a month-to-month basis on the terms contained herein unless terminated by either party by giving the other party one month's written notice of termination prior to the next date on which the rent payment is due.

3) ZONING DISTRICT AND OCCUPANCY LIMIT: Tenant understands that the premises is located in a zoning district designated **RI** and agrees that: (a) the maximum number of unrelated persons who may occupy the premises is 4, and (b) related occupants must be in compliance with the definition of a "family" contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri. Tenant agrees that Landlord has the right to restrict occupancy by unrelated persons to fewer than the number permitted by the zoning ordinance and that permitted occupancy by unrelated persons under this Lease is 4. Landlord agrees that the premises is to be used as a police substation. In addition to the restrictions on occupancy set forth above, the following persons are authorized to occupy the Property:

Persons to whom the foregoing applies include any persons occupying the premises for more than 15 consecutive days or for more than 15 days per month. Any violation of this Paragraph 3 shall constitute a default under this Lease and Landlord may terminate the tenancy upon ten (10) days' prior written notice to Tenant. Any proposed occupant of the premises, not a party to this Agreement, shall be reported to the Landlord prior to such party taking occupancy and shall be subject to the same application procedure as the original Tenant and the Landlord may reject the proposed additional occupant for any lawful reason.

4) INSPECTION BY TENANT: Tenant agrees that Tenant has inspected the premises and, except as otherwise noted on an attached inspection statement signed by Tenant, that Tenant finds the premises and its appliances and furnishings to be in good, safe and clean condition and accepts them in their present condition. Within 48 hours after Tenant takes possession of the premises, Tenant must notify Landlord in writing of any defects or damages not identified on the inspection statement. If none are so identified, all defects and damages shall be conclusively presumed to have occurred after Tenant took possession of the premises. Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the premises has been made by Landlord except that which has been set forth herein.

5) RENT AND PAYMENTS: Tenant covenants and agrees to pay rent for the premises in the amount of \$400.00 per month (the "Rent"), subject to the following: (a) Rent is payable monthly in advance on or before the first day of each month, except that the first month's rent shall be paid at the Effective Date of this Lease; (b) Rent is payable at Landlord's address stated in paragraph 1 unless Landlord notifies Tenant of a different address; (c) If rent is paid on or after the fifth (5th) day of the month, Tenant shall pay an additional sum of \$0.00 per day for each day the rent is overdue as additional rent. The late charge for a month shall be retroactive to the first day of the month and computed through the date of full rent payment for the month or the last day of the month, whichever is earlier; (d) Rent shall be pro-rated for any partial months included in the lease term; (e) Tenant agrees that any check returned unpaid by a bank for any reason shall be subject to an administrative charge of \$35.00 and actual bank charges incurred by Landlord, all of which shall be deemed additional rent; (f) Tenant agrees to pay all returned checks in the form of cash, cashier's check, money order, or check drawn on the Federal Reserve by a member bank; (h) Landlord will not accept a personal check from any Tenant whose checks have been returned unpaid by a bank more than twice.

6) SECURITY DEPOSIT: Upon signing this Lease and before being allowed to take possession of the premises, Tenant shall make a security deposit of \$0.00 (the "Security Deposit"), to be held by Landlord as security for the performance of this Lease by Tenant, including the obligation to pay Rent and additional rent. Tenant understand and agrees that the Security Deposit may be held by Landlord in an interest earning account and that Landlord shall be entitled to any and all interest earned thereon. Additionally, the security deposit may be commingled with other funds of Landlord and shall bear no interest. Landlord is hereby authorized to expend such sums as are necessary to correct, clean or repair damage done by the Tenant and/or Tenant's guest(s) and/or invitee(s) during the term of this Lease or any extensions thereof. Within {30} days after the termination of the tenancy for any reason whatsoever, the Landlord shall either return to the Tenant the full amount of the Security Deposit or furnish a written itemized list and estimated cost of any of the damages or reasons for which the deposit or any portion thereof is being withheld along with the balance of the deposit, if any. In the event the Security Deposit is not sufficient to repair and restore the damage or loss, the Tenant agrees to pay to the Landlord such additional amounts as are necessary to make such repairs or restoration upon notification of the amount thereof. Further, in the event that Tenant's right to occupy the premises is terminated prior to the expiration of the term due to a default by Tenant, then the Security Deposit shall be forfeited as a termination fee and Tenant shall be responsible for any additional amounts necessary to make such repairs or restoration upon notification of the dollar amount thereof. *In no event shall the Tenant fail to make a rental payment intending to use the Security Deposit as an installment for and payment of any rental obligation in this Lease, including the last month's rent.*

Tenant agrees to follow any written move-out instructions provided by Landlord. Landlord will give Tenant reasonable written notice at Tenant's last-known address, or in person, of the date and time when Landlord will inspect the premises to determine the amount of the Security Deposit to be withheld, if any, and Tenant will have the right to be present during inspection. Any statements or estimates made by Landlord or Landlord's representative during inspection are subject to correction or modification before final security deposit accounting. Tenant must provide a forwarding address; if no forwarding address is provided, Tenant agrees that the inspection notice, itemization of charges (if any), and refund (if any), may be mailed to the address of the premises. If more than one Tenant signed

this Lease, Tenant agrees that Landlord may pay any security deposit refund to any single Tenant or by one check jointly payable to all Tenants. Any refund and any deduction itemizations may be mailed to one Tenant only. The Tenant to whom any refund is mailed agrees to indemnify and hold Landlord harmless from the claims of the other Tenants relating to the security deposit. If Tenant is vacating the premises on or after the termination date of this lease, the 30-day period to account for the security deposit shall begin only when all of Tenant's property has been removed, all occupants have departed, and all keys and other access devices (such as garage door openers) have been delivered to Landlord. If Tenant abandons the premises before the termination date of this Lease, the 30-day period to account for the security deposit shall begin on said termination date or the date Landlord re-rents the premises, whichever is earlier.

7) UTILITIES: Unless otherwise provided in a separate utility agreement, Tenant shall pay for all utilities used for the premises during the term of this Lease. If Landlord pays any utility expenses attributable to Tenant, the amounts so paid by Landlord shall be deemed additional rent and shall be promptly reimbursed to Landlord upon request. Tenant agrees to maintain the temperature in the premises at a level sufficient to prevent water pipes from freezing in cold weather. Tenant agrees that Landlord is not responsible for telephone or cable TV service wiring or outlet connections inside or outside the premises.

8) USE OF PREMISES: There shall be no smoking inside the premises or common areas of the building in which the premises is located. Tenant agrees to use the premises solely as a police substation for City of Columbia Police Department. No one will reside at the premises. If any person resides at the premises other than those so designated as residents beyond the time periods set forth in Section 3 of this Lease without Landlord's written consent, Landlord shall have the option of pursuing any remedies allowed by law, including terminating the Lease, or increasing the monthly rent in the amount of \$100 for each such person. Tenant agrees that no non police related business activities or child care services shall be operated in or from the premises or in any common area (except that any lawful home business conducted by telecommunications, mail or computer is permitted so long as no persons come to the premises for business purposes and no products for distribution to customers are delivered to, stored on or shipped from the premises). Tenant also agrees to use the premise and all common areas in accordance with any rules and regulations promulgated by Landlord from time to time. Tenant agrees that all common and outside areas provided for use with the premises shall be kept free from Tenant's property trash or debris, and that Tenant shall not permit toys, bicycles, scooters, skates, grills, furniture and the like to be or remain in such areas; rather, such items shall be stored inside the premises or in such other place as Landlord may provide or designate. Tenant agrees to use good judgment and thoughtfulness for others in the use of the premise. Tenant agrees not to commit, suffer, or permit any waste, litter or nuisance in, on, or near the premises. Tenant shall not place or permit anywhere on or about the premises or in any window any sign, light, advertisement or announcement whatsoever, except as agreed by the parties to identify the property as a police substation. A business or personal card containing Tenant's name may be placed on the outside door of the premises and a mailbox assigned to Tenant. Tenant agrees not to do or permit any act at or near the premises that may subject Landlord to any legal liability or increase the likelihood of fire or injury to any other person or damage to any property.

9) RULES AND REGULATIONS· RESTRICTIONS: Any rules and regulations promulgated by Landlord and provided to Tenant are incorporated into this Lease by reference and shall be deemed agreements on the part of Tenant and conditions of this Lease. Landlord reserves the right to adopt and/or change rules and regulations from time to time, and the newly adopted or changed rules and regulations shall be deemed incorporated into this Lease and binding on Tenant upon notice to Tenant. In addition to the limitations set forth in this Lease, Tenant agrees to comply with any and all recorded restrictions, easements, zoning laws or other legal restrictions regarding the use of the premises.

10) ANIMALS: Unless authorized by a separate Animal Agreement, which shall be deemed incorporated into this Lease, no animals of any kind are allowed in or upon any part of the premises at any time, even temporarily, except that a certified service animal for a disabled resident will be authorized upon presentation of a written statement from a qualified professional verifying the need for the service animal and after execution of an Animal Agreement. In addition to any other remedies Landlord may have at law or under the terms of this Agreement, Tenant agrees to pay \$10 per day additional rent for each day there is an unauthorized animal in or upon the premises. Landlord may have unauthorized animals removed from the premises without liability to Tenant, and removal expenses shall be deemed additional rent.

11) PARKING: Parking spaces at the premises are limited to 3 vehicles of Tenant. Tenant shall have no right to park any additional vehicles or store any vehicle, boat, or trailer or parts thereof without Landlord's prior written consent. Vehicles shall be parked in designated parking spaces/areas only and shall not be driven or parked in yards. Tenant shall not repair or maintain vehicles on the premises. Vehicles which emit loud noises, either mechanical or musical, or which leak oil or other fluids, are not allowed. Tenant grants to Landlord the right to have towed from the premises all unauthorized vehicles, illegally or improperly parked vehicles, and any vehicle which does not have a current license, is uninsured, has flat tires, is on jacks or blocks, has wheel(s) missing, is inoperable or otherwise fails to comply with this paragraph. Tenant further agrees that any vehicle owned or leased by Tenant which remains at the premises after termination of this Lease may be removed by Landlord. Tenant waives and releases all claims against Landlord for damages and costs resulting from any removal of a vehicle or other property under this paragraph and agrees to reimburse Landlord for the expenses of removal if paid by Landlord, with removal expenses being deemed additional rent.

12) PROHIBITED CONDUCT: Tenant and Tenant's family, visitors and agent shall not behave in a loud or obnoxious manner, play any musical instrument, operate any electrical or mechanical device, work with power tools, allow loud music, noises, or voices make threats of violence, or engage in any other objectionable behavior which in any way annoys, molests, disturbs the peace of or interferes with Landlord, other tenants of Landlord, and/or neighbors of the premises. Tenant agrees to comply with all applicable municipal ordinances including but not limited to the Columbia nuisance party ordinance and noise ordinance. Tenant and Tenant's co-residents and visitors shall not socialize, visit or gather outside the premises or in any common area between the hours of 10:30 p.m. and 7:00 a.m. Tenant's failure to abide by any of the terms of this Paragraph 12 shall constitute a breach of this Lease and Landlord shall be entitled to pursue any available remedy at law or in equity including, but not limited to, an action for damages, injunction or surrender of the premises to Landlord.

13) ANTI-CRIME CONDITIONS: For the purposes of this paragraph, the word "Tenant" includes the Tenant, all co-Tenants, all other persons occupying the premises, and all other persons who visit or frequent the premises and/or common areas at Tenant's invitation or with Tenant's consent. In consideration of the execution or renewal of this Lease, Tenant agrees that any single violation or the conduct prohibitions contained in this paragraph shall be sufficient cause to terminate occupancy rights or terminate this Lease whether the violation occurs on near or at any distance from the premises. Tenant shall comply with all federal, state and local laws and regulations, and Tenant shall not engage in criminal activity, including drug-related criminal activity, with "drug-related criminal activity" being defined as the illegal manufacture sale, distribution use or possession with the intent to manufacture, sell, distribute or use controlled substances (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Sec. 802]). Tenant shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity. Tenant shall not permit the premises or Common Areas to be used for, or to facilitate, criminal activity, including drug-related criminal activity. Tenant shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Sections 195.202 through 195.218 of the Missouri Revised Statutes ("RSMo") on or about the premises. Tenant shall not engage in any illegal activity, including prostitution as defined by Section. 567 .020 RSMo., any criminal street gang activity as defined by Section. 562.035 RSMo., harassment as prohibited by Section 565.090 RSMo., any crimes against persons as prohibited in Chapter 565 RSMo., including but not limited to unlawful discharge or unauthorized possession of firearms as prohibited by Section 571.030 RSMo., or any breach of this lease which otherwise jeopardizes the health, safety and welfare of Landlord, Landlord's agents, or other Tenants, or involving imminent or actual serious property damage as prohibited in Sections 569.100 and 569.120 RSMo. Proof of violations under this paragraph shall not require a criminal conviction but shall be by a preponderance of the evidence. In the event Tenant violate any provision of this Paragraph 13, and after ten (10) days' notice from Landlord, the tenancy shall be deemed terminated and the Landlord shall have the right to re-enter and take possession of the premises in accordance with applicable law .

14) SOLICITING: Tenant agrees that Landlord has the right to prevent soliciting, the distribution of hand bills or circulars of an advertising or political nature and the delivery of free newspapers at the premises.

15) PREMISES CARE AND REPAIRS: Tenant agrees to keep the premises, fixtures and furnishings in at least as good order, condition and repair as when first occupied by Tenant; to keep the premises clean and free from debris, trash, and filth, to not do anything to create a danger of fire or cause an increase in insurance rates or a cancellation of insurance; and, upon the expiration or termination of this lease, to surrender possession of the premises, fixtures and furnishings in as good order, condition and repair as when received, fair wear and tear excepted. If the premises is a single-family home or duplex apartment, Tenant agrees to mow the lawn, keep landscaping trimmed, remove snow and ice, and keep the exterior free of trash and debris. Tenant agrees to be responsible, when leaving the premises at any time, for closing and locking all windows and doors, shutting off all water faucets, and turning off all electrical appliances not in use. Tenant shall immediately notify Landlord of any damage to the exterior or the interior of the premises, the fixtures, plumbing, electrical systems, heating/air-conditioning equipment, walls, ceilings, floors, appliances, locks, windows, doors, and furnishings, whether caused by ordinary wear and tear, by the negligence or intentional act of Tenant or Tenant's visitors, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this Lease. Tenant's obligation to pay rent shall not abate during time of repair by Landlord, and Landlord shall not be liable to Tenant for the cost of substitute accommodations or other expenses. If damage other than normal wear and tear is caused by Tenant, Tenant's family, guests or agents, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this Lease, repair shall be at Tenant's expense, and Tenant agrees to reimburse Landlord for the cost of any such repair (which shall be deemed additional rent) within 30 days after receiving an invoice detailing repairs and costs. Tenant shall keep the premises free from pests, rodents and other nuisances.

16) ALTERATIONS AND IMPROVEMENTS: Unless Landlord gives written consent, Tenant shall make no alterations of or improvements to the premises, including but not limited to painting, carpeting, wallpapering, installation of permanent shelving or flooring, making electrical changes, and/or re-keying or adding locks. Tenant shall not drive nails or screws into any wood surfaces. Adhesive stickers or adhesive paper shall not be applied to any surface. For hanging pictures and other wall decorations, Tenant shall use only picture hanging-nails, tacks, pins or small screws. Tenant agrees that any alterations and improvements attached to the premises, including but not limited to blinds and other window treatments, fans, wall coverings, etc., shall, at Landlord's option, either become Landlord's property and be left in place, or shall be removed and the premises restored to their condition as at the commencement of this lease at Tenant's expense.

17) SMOKE DETECTOR: Landlord shall furnish the premises with a smoke detector. Tenant shall be solely responsible for maintaining the smoke detector, including providing and installing batteries and periodically testing to make sure the smoke detector is in working order. If Tenant informs Landlord that the smoke detector is not functioning (for reasons other than the need for new batteries), Landlord will provide a new smoke detector or repair the existing smoke detector. Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on or about the premises for injury, damage or other losses to such persons or their property caused by Tenant's failure to properly maintain the smoke detector(s).

18) MOLD WARNING STATEMENT: Tenant acknowledges and understands that mold can be present upon the premises. Landlord has no knowledge of factors existing in or about the premises which could indicate the presence of mold, except as may be specifically disclosed to Tenant in writing.

19) LEAD-BASED PAINT ACKNOWLEDGMENT: Any residence built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The premises and/or the building in which the premises is located was built prior to 1978. (NO) (YES). If YES, then Landlord and Tenant shall complete an addendum to this Lease relating to Lead-Based Paint and Lead-Based Paint Hazards in accordance with Federal law.

20) FIRE OR CASUALTY: In the event the premises become totally uninhabitable as a result of fire, water or other casualty without fault of Tenant, Tenant may terminate this Lease, at Tenant's option, if Landlord does not put the premises in good repair within 60 days after Landlord is notified of the damage. Landlord shall have the option of terminating the Lease by giving written notice to the Tenant within 10 days after being notified of damage or casualty loss rendering the premises totally uninhabitable. Landlord shall not be liable for the cost of alternate housing during the time the premises are totally uninhabitable, but rent shall abate during such period; however, if the premises become uninhabitable because of fire or other damage caused by the negligence or intentional act of Tenant or Tenant's co-residents, visitors or agents, Rent shall continue and not be abated. Partial uninhabitability of the premises shall not be cause for Tenant to terminate this Lease if Landlord puts the premises in good repair within 30 days after Landlord is notified of the condition, but rent shall abate in proportion to the uninhabitable area with repairs are completed.

21) QUIET POSSESSION: Subject to the provisions of the following two paragraphs, Landlord will put Tenant in possession of the premises on the first day of the term of this lease and will permit Tenant to quietly and peaceably hold, occupy and enjoy the premise during the term of this lease without interference by Landlord, on condition that Tenant observes and performs Tenant's covenants and agreements set out in this Lease; provided, however, that Landlord's failure to timely deliver possession of the premises shall not subject Landlord to liability for damages, and Landlord's total failure to deliver possession shall not subject Landlord to liability beyond the return of any application fee and security deposit paid by Tenant.

22) SUBORDINATION OF LEASE; This lease is subordinate and subject to: (a) All recorded encumbrances, restrictions, easements, party wall agreements, condominium agreements and other instruments; (b) applicable federal, state and local laws, including zoning, subdivision and housing ordinances, (c) leases and tenancies, including holdover by prior Tenants or persons in possession who refuse or fail to vacate; and (d) delay caused by construction, renovation, or remodeling which prevents Tenant from taking possession. If the owner of the premises refinances the property, Tenant agrees to sign any subordination agreement requested by the lender.

23) ENTRY BY LANDLORD: Landlord and Landlord's agents shall have the right, at all reasonable times, to enter the premises to: (a) inspect for damage; (b) determine whether Tenant is in violation of this Lease; (c) remedy any violations known by Landlord; (d) remove unauthorized animals or items prohibited by this Lease or the rules and regulations; (e) remove perishable foodstuffs if electricity has been turned off; (f) retrieve property owned by Landlord or former tenants; (g) make necessary repairs, whether or not requested by Tenant; (h) protect persons and property in case of an emergency; (i) show the premises to government inspectors, fire marshals, lenders, appraisers, contractors and insurance agents; (j) allow access by law enforcement personnel executing an arrest or search warrant or in hot pursuit; (k) show the premises to prospective buyers; (l) show the premises to prospective Tenants during the 90 days before expiration of this lease; (m) deliver or post notices to Tenant; and (n) collect rent. Landlord reserves the right to display a "for sale" sign on the premises at all times and to display a "for rent" sign during the 90 days before expiration of this lease. Tenant's failure to allow entry under this paragraph shall be sufficient cause to terminate this Lease; alternatively, Tenant shall be liable for liquidated damages of \$200 for each failure to allow entry, which shall be deemed additional rent. If entry is made in Tenant's absence and without prior notice, Landlord or Landlord's agent will leave written notice of entry in a conspicuous place.

24) LIABILITY AND INSURANCE: Tenant hereby agrees that Landlord and Landlord's agents shall not be liable to Tenant and/or Tenant's family guests, invitee, servants, and/or others claiming through Tenant, for any injury or damage to them and/or their property occurring in or about the premises from any cause whatsoever, even if the cause of the damages and/or injuries is alleged to be the fault of or caused by the negligence or carelessness of Landlord and/or Landlord's agents. Tenant understands that Landlord's insurance does not cover Tenant's property or Tenant's liability for third-party claims against Tenant, but rather only covers the building and Landlord's property in the building. Tenant understands that it is Tenant's responsibility to obtain renter's insurance to insure against liability to third parties and to cover losses to Tenant's personal possessions resulting from casualty, theft, burglary, water, rain, mold, snow, ice, sleet, fire, explosion, frost, storm, accident, or wind, or resulting from the breakage, stoppage, leaking or other defect of water, gas, heating or sewer pipes or electric wiring or current or plumbing on, under, about or adjacent to the premises.

25) SECURITY NOT PROVIDED: Tenant agrees that 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 and that Landlord shall not be liable to Tenant or Tenant's family or visitors for injury to persons or damage to property caused by other persons, including but not limited to theft, burglary, assault, vandalism, or other crimes. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representations, written or oral, concerning the safety of the premises or the effectiveness or operability of any security devices or security measures. Tenant agrees that neither Landlord nor Landlord's agents warrant or guarantee the safety or security of the Tenant or Tenant's family members or guests against the criminal or wrongful acts of third parties. Each Tenant, occupant and guest is responsible for protecting his or her own person and property. Tenant agrees that Landlord does not have the obligation to investigate the background of any Tenant, agent, or employee.

26) NOTICES: Tenant agrees that any notice given by Landlord relating to this Lease may be given by any one or more of the following methods, each of which shall be equally sufficient: (a) by personal delivery of the notice to any one or more of the persons signing this Lease as Tenant or any person residing in the premises who is at least 16 years old; (b) by posting the notice on the main entrance door of the premises; or (c) by mailing the notice to Tenant at Tenant's last-known address by certified mail, return receipt requested. Notices which are personally delivered or posted shall be deemed given on the date of delivery or posting; notices which are mailed shall be deemed given on the next mail delivery date after the date of mailing, whether or not the return receipt is signed and returned. Any notice given, as stated in this paragraph shall be binding on all Tenants under this lease and all other persons occupying the premises with Tenant's permission.

27) VIOLATION OF LEASE: All obligations undertaken by Tenant in this Lease shall be considered covenants by Tenant and conditions of this Lease. Any violation of this Lease by Tenant shall entitle Landlord to pursue all remedies at law or in equity under Missouri law and this Lease. Tenant agrees that any violation of this Lease by Tenant's co-tenants, family, occupants, guests or agents shall be considered a violation by Tenant and that Tenant shall be liable for such violation as though it had been committed by Tenant. The following provisions apply to default by Tenant under the terms of this Lease:

a) Landlord shall have the option of terminating this Lease, without notice, upon any violation of this Lease, including Tenant's obligation to pay rent. In such event, Tenant shall surrender possession of the premises to Landlord immediately. If Tenant fails to surrender possession, Landlord, shall, without notice, be entitled to re-enter and take possession of the premises, or to remove the Tenant, or any other person(s) occupying the premises by the proper procedures set forth in applicable law. If the Lease is terminated under this paragraph, Tenant will be liable for all accrued and unpaid rent, late charges, and other amounts owed under this Lease, as well as for double damages for the period Tenant retains possession after the termination date.

b) Alternatively, upon Tenant's violation of this Lease, including Tenant's obligation to pay rent, Landlord shall have the option of continuing this Lease in effect but making demand upon Tenant to surrender possession of the premises to Landlord. In this case: (a) Tenant's obligation to pay rent for the full term shall not be terminated, but Tenant shall be entitled to credit for any rent thereafter received by Landlord upon re-renting the premises during the balance of the term of this Lease, less all expenses incurred in connection with re-renting; and (b) unless Landlord otherwise notifies Tenant in writing, any repossession of the premises by Landlord shall not be deemed an acceptance of a surrender of the Lease by Tenant or a termination of Tenant's obligations under the Lease, but shall instead be deemed a repossession for the purpose of reducing the damages of both Landlord and Tenant by permitting the re-renting of the premises and for the purpose of securing and cleaning up the premises.

c) If Tenant abandons the premises Landlord shall have the option of remaining out of possession of the premises and declaring immediately due and payable and collecting from Tenant the rent then remaining to be paid for the balance of the term of this Lease as well as other amounts owed by Tenant under this Lease.

d) Upon execution of a court judgment for possession of the premises, Landlord shall be entitled to remove Tenant's property from the premises, and Tenant agrees that Tenant shall be liable to Landlord for all costs of removal and that such costs may be taxed as additional court costs upon application by Landlord to the court.

The remedies provided for in this paragraph 27 shall be deemed cumulative and in addition to the other remedies provided for herein or as provided by law.

28) LAWSUITS: Tenant consents to venue in Boone County, Missouri, in any lawsuit arising out of or related to this Lease and/or Tenant's use or occupancy of the premises, including but not limited to suites for unlawful detainer, rent-and-possession, breach of contract, expedited eviction, and/or any claim of injury or damage asserted by Landlord or Tenant. Each Tenant shall be considered the

agent of all Tenants under this Lease for service of process.

LANDLORD AND TENANT FURTHER AGREE TO WAIVE TRIAL BY A JURY IN ANY MATTER RESULTING FROM OR IN CONNECTION WITH THIS LEASE.

Tenant Initials: _____

29) ENFORCEMENT EXPENSES: Tenant agrees that if Landlord utilizes the services of an attorney and/or collection agency to enforce any of the provisions of this Lease, or to recover possession of the premises, or in connection with any administrative proceeding arising out of or related to this Lease and/or Tenant's use and occupancy of the premises, Tenant shall be liable to Landlord for all of Landlord's expenses connected therewith, including but not limited to reasonable attorney fees, litigation expenses, court costs and collection agency fees, all of which shall be deemed additional rent.

30) HOLDOVER: If Tenant fails to vacate the premises on or before the end of the term, or any renewal or extension period which may be evidenced in writing between Landlord and Tenant, or the move-out date agreed to by the parties, Tenant shall be liable to pay double rent for the holdover period.

31) ABANDONMENT: Any personal property left in or upon the premises by Tenant after Tenant vacates or abandons the premises shall be deemed abandoned; further, pursuant to Section 441.065 RSMo., Tenant's absence from the premises and nonpayment of rent for 30 consecutive days shall conclusively establish abandonment upon Landlord's compliance with the procedures contained in said statute. Any such abandoned property may be disposed of by Landlord without liability to Tenant. Tenant shall be liable to Landlord for the cost of removing and disposing of abandoned property together with related enforcement expenses mentioned in paragraph 29.

32) APPLICATION AND DISCLOSURE RIGHTS: Tenant represents that all statements in the Rental Application submitted by Tenant before entering into this Lease are true, correct and complete, and Tenant agrees that a breach of this representation shall be sufficient cause to terminate this Lease. Tenant agrees that Landlord may provide information about Tenant for law enforcement, government or business purposes (including providing rental history information to any prospective new Landlord).

33) NO ASSIGNMENT OR SUELETTING BY TENANT: Tenant shall not have the right to transfer or assign this Lease, nor sublease an or part of the premises, without the written consent of Landlord, which consent shall be in Landlord's sole discretion and subject to any conditions Landlord deems necessary. If such consent is granted, Tenant shall not be released from the obligations of this lease unless Landlord agrees to such release in writing.

34) MISCELLANEOUS PROVISIONS: (a) Landlord's decision at any time not to enforce remedies for any violation by Tenant shall not preclude later enforcement of remedies for the violation, constitute a waiver of any subsequent violation, or authorize a violation at any future time. (b) If any part or parts of this Lease are held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. (c) This Lease, together with the Rental Application submitted by Tenant and any rules and regulations promulgated by Landlord, contains the entire agreement between the parties and supersedes all prior agreements of the parties, written or oral. (d) Except for the provision allowing promulgation and amendment of rules and regulations, no modification of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant. (e) This Lease shall be governed by the laws of the United States, the State of Missouri, and the county and municipality where the premises are located. (f) This lease is binding upon and inures to the benefit of Landlord and Tenant and their heirs, personal representatives, successors and assigns, subject to the foregoing restrictions on assignment and subletting by Tenant.

35) NON-DISCRIMINATION: This Lease and the terms of the relationship with Tenant are entered into without regard to race, color, religion, national origin, ancestry, sex, disability, familial status or any other trait protected by law.

36) COUNTERPARTS: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Lease and any other document or agreement related hereto or contemplated herein, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transaction Act, including but not limited to by facsimile machine, digital signature a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

37) BROKERAGE RELATIONSHIP DISCLOSURE AND CONFIRMATION: The parties to this Lease and the licensees signed below acknowledge that they have made the following disclosures: [Check any of the following that are applicable.]

The **Listing Licensee** is a (check applicable representation):

Landlord's Agent

Dual Agent

Transaction Broker Assisting Landlord

Transaction Broker Assisting Both

and **Leasing Licensee** is a:

Landlord's Agent

Tenant's Agent

Transaction Broker assisting Tenant

Transaction Broker Assisting Both

Dual Agent

Landlord's Agents: Tenant acknowledges that any Landlord's Agents denoted above and their Broker (and other affiliated Licensees) work on behalf of the Landlord as a limited agent for Landlord, the source of any commission or payment made to the Agent is from the Landlord, and information given to the Agent by Tenant may be disclosed to the Landlord. The Tenant and/or any Licensee working with Tenant acknowledges that: (1) in the event Tenant is working with a Transaction Broker, Landlord's Agent(s) made disclosure of this agency status to the Tenant and also the Transaction Broker upon first contact with each respective party; (2) in the event Tenant is represented by a Tenant's Agent, the Landlord's Agent made disclosure of this agency status to the Tenant's Agent upon first contact with the Tenant or their Tenant's Agent, whichever occurred first; and (3) in all other instances, the Landlord's Agent(s) made disclosure of this agency status to Tenant no later than the first showing of real estate.

Tenant's Agents: Landlord acknowledges that a Tenant's Agent and their Broker (and other affiliated Licensees) work on behalf of the Tenant as a limited agent and the commission or payment being made to the Tenant's Agent is being paid either directly or indirectly by __ Landlord _____. The Landlord and/or any Licensee working with Landlord acknowledges that: (1) in the event Landlord is working with a Transaction Broker, Tenant's Agent(s) made disclosure of this agency status to the Landlord and to the Transaction Broker assisting the Landlord upon first contact with each respective party; (2) in the event Landlord is represented by a Landlord's Agent, the Tenant's Agent made disclosure of this agency status to the Landlord or the Landlord's Agent upon first contact with the Landlord or their Landlord's Agent, whichever occurred first; and (3) in all other instances, the Tenant's Agent(s) made disclosure of this agency status to Landlord no later than the first showing of real estate.

Dual Agents: The parties understand and acknowledge that the Licensee(s) and their Broker denoted above as a Dual Agent represents the interests of both the Landlord and the Tenant and the commission or payment being made to the Dual Agent is being paid either directly or indirectly by __ Landlord _____. The parties acknowledge that disclosure of this dual agency status was made by such Licensee to the parties immediately upon its occurrence.

Transaction Broker Assisting Landlord: As a Transaction Broker assisting the Landlord a licensee is acting without a fiduciary or agency obligation to either party and the source(s) of any commission or other payment to be made to the Transaction Broker(s) is from __ Landlord _____. The Tenant and/or any Licensee working with Tenant acknowledges that: (1) in the event the Tenant is being assisted by a Licensee working as a Transaction Broker, the Transaction Broker(s) assisting the Landlord made disclosure of this status to the Tenant and the Transaction Broker assisting the Tenant upon first contact with each respective party; (2) in the event Tenant is represented by a Tenant's Agent, the Transaction Broker(s) assisting the Landlord made disclosure of this status to the Tenant or their Tenant's Agent upon first contact with the Tenant or the Tenant's Agent, whichever occurred first; and (3) in all other instances, the Transaction Broker assisting Landlord made disclosure of this status to the Tenant no later than the first showing of real estate.

Transaction Broker Assisting Tenant: As a Transaction Broker assisting the Tenant, a Licensee is acting without a fiduciary or agency obligation to either party and the source(s) of any commission or other payment to be made to the Transaction Broker(s) is from __ Landlord _____. The Landlord and/or any Licensee working with Landlord acknowledges that: (1) in the event the Landlord is being assisted by a Licensee working as a Transaction Broker, the Transaction Broker(s) assisting the Tenant made disclosure of this status to the Landlord and the Transaction Broker assisting the Landlord upon first contact with each respective party; (2) in the event Landlord is represented by a Landlord's Agent, the Transaction Broker(s) assisting the Tenant made disclosure of this status to the Landlord or their Landlord's Agent upon first contact with the Landlord of the Landlord's Agent, whichever occurred first; and (3) in all other instances, the Transaction Broker assisting Tenant made disclosure of this status to the Landlord no later than the first showing of real estate.

Transaction Broker Assisting Both Parties: Landlord and Landlord's Licensee and Tenant and Tenant's Licensee acknowledge by this written disclosure and agreement that either: (1) the indicated Licensee(s) has established a transaction brokerage relationship with both parties or (2) the indicated Licensee(s) converted from single limited agency relationships to a transaction brokerage relationship assisting both the Tenant and Landlord of the real estate. Any commission(s) will come either directly or indirectly from Landlord. In the event the Licensee converted from single agency relationships with both parties to transaction brokerage status, Landlord and Tenant acknowledge that disclosure of this transaction brokerage status was made by the licensee(s) immediately upon its occurrence.

38) BROKER DISCLOSURE FORM: The parties acknowledge, in instances where they were not being represented under a written agency agreement, that they were provided, at the earliest practicable opportunity during or following the first substantial contact with a Licensee, a Broker Disclosure Form. Such form was provided prior to the party entering into any agreement for brokerage services with the Licensee or upon the Licensee obtaining personal or financial information from the party whichever occurred first.

By signing below, the Licensees acknowledge having made the required Brokerage Relationship Disclosure and having provided the Broker disclosure Form as required by Chapter 339, RSMo.

Property Professionals Management, LLC

Name & Title: John Gage, Broker

Date: July 2, 2019

39) No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

40) FULL DISCLOSURE: The Tenant(s) signing this Lease understands that this Lease is a legally binding contract and agrees that Tenant(s) fully understand all the provisions of the Lease and the obligations and responsibilities of each party as set forth herein. Tenant(s) acknowledges that they have had the opportunity to consult with legal counsel regarding this Lease. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequence of their actions or lack of action in violation of this Lease. Signature by Tenant(s) on this Lease is an acknowledgment that they have received a signed copy of the Lease.

HAVING READ AND FULLY UNDERSTOOD THIS LEASE, the parties have signed this Lease on the date(s) set forth opposite their respective signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have executed this Lease on the day and year first written above.

LESSEE: CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 11002120-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Janet Frazier, Interim Director of Finance

LESSOR: Property Professionals Management LLC
~~3200 Pen Terrace #113~~ 1809 Vandiver Dr
Columbia, MO 65202 Ste 111
Telephone Number: 573-447-1756

By: John Gase

Name & Title: John Gase, Broker

Date: July 2, 2019