

LEASE

THIS LEASE, made and entered into _____ day of _____, 20___, by and between Quadrangle Housing Company as this agent for Washington University, hereinafter referred to as "Lessor," whose address is 700 Rosedale, Campus Box 1016, St. Louis, Missouri 63112 and _____ who are jointly and severally responsible under this Lease, hereinafter referred to as "Lessee."

1. **Leased Premises:** In consideration of the rents, and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises") located at _____, Apartment No. _____, St. Louis, Missouri _____. Lessee is responsible for payment of the following utilities in the premises: GAS ELECTRIC, and Lessee shall, within seven (7) days from the execution of this Lease, have the foregoing utilities transferred into his/her name. The failure of Lessee to transfer utilities into his/her name shall constitute a material violation of this Lease and shall be grounds for the termination of the Lease.

2. **Commencement and Ending Date of Term:** The term of this Lease shall begin on _____ and end on _____, both dates inclusive, unless sooner terminated as hereinafter provided. Unless a written renewal is executed by the parties hereto, this Lease shall be deemed to expire on the date set forth above.

3. **Rent, Charges for Late Payments, Returned Checks and Damages:**
 - A. Lessee agrees to pay Lessor at such place designated by Lessor, without prior demand therefore and without any deduction or set-off whatsoever, the annual rental amount of \$ _____ Dollars ____/100 (\$ _____); or monthly installments of \$ _____ Dollars ____/100 (\$ _____) in advance **on the first day of the month**. In addition, if the term of this Lease begins on any day except the first day of the month, Lessee shall pay the amount of \$ _____ Dollars ____/100 (\$ _____) for _____ days prorated share of the first month's rent.

 - B. Additional monthly costs: Parking: \$ _____, Pet: \$ _____, Total monthly rent: \$ _____.

 - C. All payments due under this Lease must be made by personal check, cashier's check, traveler's check or money order. **Cash will not be accepted.** Lessor's refusal to accept payment by means of other than those stipulated within this Lease shall not constitute a waiver of any claim or action Lessor may have against Lessee. MasterCard, Visa and Discover are accepted. An automatic debit payment can be arranged.

 - D. The Lessee shall pay, upon demand, any money required to be paid by Lessee under all provisions of this Lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent hereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Lessor.

 - E. If Lessee's rent is not received as a deposit to Quadrangle Housing Company Account by close of the fifth (5th) day of any month, Lessee shall pay an additional rent charge in the amount of **\$25.00**. If Lessee's rent is not received by the close of the tenth (10th) day of the month, Lessee shall pay a second additional rent charge in the amount of \$25.00.

 - F. **If all rent has not been paid in full for two or more consecutive months, the account will be turned over for remedial action. If Lessee is a student of University, University will attach the unpaid rent to a student's University account and Lessee's registration will be blocked until all outstanding rent is paid. Faculty and staff living in the Lease Premises agree that all rent that is sixty (60) or more days delinquent will be deducted from Lessee's University paycheck.**

- G. Lessee will be charged a fee of **\$35.00** for a check that is not honored for payment by a financial institution. If Lessee's personal check is not honored for payment for any reason, then Lessee will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance as well as all future payments due.
- H. Lessee agrees to pay the cost, as defined in this paragraph, of repairing all damages to the Leased Premises and the property where it is located beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Leased Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus fifteen percent (15%), and Lessor's cost of labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. All sums based on cost of repairs under this paragraph are due within thirty (30) days after Lessor makes request for payment.
- I. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

4. **Security Deposit:** Lessee is to pay a _____ \$ _____ Security Deposit upon execution of this Lease. However, this Lease shall not constitute a receipt for or acknowledgement that such deposit has, in fact, been paid. Within thirty (30) days after termination of the tenancy and Lessee's relinquishment of possession, Lessor shall return the full amount of the Security Deposit, less any amount as may be necessary to (i) restore the premises to its condition at the beginning of the tenancy; or (ii) remedy a default in the payment of rent or additional rent due under this Lease, or (iii) compensate Lessor for any court costs or attorney's fees owed pursuant to this lease. Lessee shall remain liable for the cost of all damages, ordinary wear and tear excepted, remaining unpaid after Lessor's application of the security deposit. Lessee understands that the security deposit shall not be used for rent or other charges prior to terminating the occupancy.

5. **Delay in Delivering Possession, Abatement of Rent:** If for any reason the Lessor cannot deliver possession of the Leased Premises to the Lessee at the commencement of the Lease term, this Lease shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damage resulting therefrom nor shall the term of this Lease be extended; in lieu of damages, rent shall be abated for the period between the commencement of the Lease term and the time when the Lessor delivers possession.

6. **Truth of Lessee's Representations:** Lessee warrants that the information given by Lessee in the application is true. If such information is materially false, the Lessor may at Lessor's option terminate this Lease.

7. **Use of Apartment and Obligation to Comply with Rules and Regulations:**

A. The Leased Premises shall be occupied solely for residential purposes by Lessee and those other person(s) specifically listed on the application as follows: _____ Lessee shall not commit, nor permit others to commit, any unlawful act in or about the Leased Premises. Lessee shall not permit the Leased Premises to be used as a boarding or rooming house. Waterbeds are strictly forbidden. Lessee shall not use any item or instrument, musical or otherwise, to create loud or unusual noises which carry outside the Leased Premises and which unreasonably interfere with other tenants' right of quiet enjoyment of the Leased Premises. Lessee shall not use the Leased Premises for any purpose or in any manner which may increase Lessor's insurance rates. Lessee shall not keep, nor permit to be kept, any flammable fluids or explosives in or about the Leased Premises. Lessee shall not use, nor permit others to use, the Leased Premises for any purpose or in any manner which will tend to damage the Leased Premises, Lessor's reputation or property. Lessee shall not annoy, obstruct or interfere with the peaceful occupancy of other Lessees of the Apartment Community, or of inhabitants of the neighborhood; nor affect anyone's property or effects thereabout. Lessee shall not use, or permit others to use, the common hallways, stairways, landings, or other common areas as playing or congregating places; no personal property of any kind shall be allowed to remain thereon or thereabout and Lessee shall not store any personal items or other property in the basement of the Leased Premises or in any other common areas within the Leased Premises. Lessee shall not use the exterior of the Leased Premises, including

windows, balcony, patio, etc. to hang, air dry, or have clothing, bedding, covers or similar items; nor shall any supports therefore be installed.

- B. Lessee shall not use fireplaces in apartment to burn wood or other combustible materials. The fireplaces are strictly for decorative use only. Lessee shall not extend or attach any item or article through or upon any window, opening or exterior thereof, without the prior written consent of Lessor. Lessee shall not alter, change, effect or install any locks or locking devices in or about Leased Premises without the prior written consent of Lessor. Lessee shall use only small nails for hanging items on walls. No holes shall be punched or bored into walls, ceiling or floors, and no screws, large nails, hooks or hangers (whether adhesive or non-adhesive) shall be inserted into or affixed onto walls, ceilings or floors without the prior written consent of Lessor.
- C. Lessee shall maintain the temperature of the Leased Premises at a minimum of fifty-five degrees (55°). Failure to comply with this Section 7.C shall violate the Lease and Lessee shall pay to Lessor a fine of \$200.00 per violation upon discovery of such violation by Lessor. Additionally, if the Leased Premises are damaged as a result of Lessee's failure to maintain the minimum required temperatures as set forth herein, Lessee shall be responsible for all damages to the Leased Premises as provided for in Section 3.H of this Lease.
- D. Lessor has the right to regulate vehicle parking on the above property and to require the registration of all vehicles. Lessees who are University students must also comply with all rules and regulations set by the University. The University prohibits the illegal possession, use, or transfer of any controlled substance as defined in the statutes of Missouri. The possession or storage of any firearm or deadly weapon is prohibited. Tampering with any life/fire safety equipment is also prohibited.
- E. Lessee and any invitees, guests, or other occupants of the Leased Premises shall not hang any item from or otherwise touch sprinkler heads in the Leased Premises. Sprinkler heads cannot support any additional weight and failure to comply with this Section 7.E may result in the bursting of the sprinkler head and flooding of the Leased Premises. Lessee acknowledges that Lessee shall be liable for all actual and consequential damage caused to the Leased Premises and surrounding premises, including the cost of all labor and parts, by the failure of Lessee or his invitees, guests, or other occupants to comply with this Section 7.E.
- F. No Lessee shall use or possess a space heater in the Leased Premises.

8. **Pet Policy:** Lessee shall not keep any domestic or wild pet or animal in, on, or about the Leased Premises without the prior written consent of Lessor. Violation of this provision shall be deemed to be a material violation and may result in the termination of tenancy.

9. **Lessee to Insure Possessions:** Lessor is not an insurer of Lessee's person or possession and Lessee will carry such insurance as Lessee deems necessary. Lessee further agrees that Lessor shall not be liable for any damage to Lessee or Lessee's property, or any other person occupying or visiting the Leased Premises or building, resulting from the Leased Premises or building or any part thereof or any appurtenances thereof being temporarily out of repair due to damage caused by the elements or mechanical failure, or fire, or due to the happening of any accident in or about the building or apartment, or due to any act or neglect of any other Lessee or any other person within or about said building.

Lessor is not an insurer of Lessee's person or possessions and Lessee will carry such insurance as Lessee deems necessary. _____ Lessee Initials

10. **Access by Lessor:** Lessee and Lessor agree that Lessor, upon giving advance notice of intention to enter the Leased Premises, may enter the Leased Premises to inspect same, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the apartment to prospective tenants, mortgage companies, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein. Lessor shall be provided with and shall retain and use any copies of any keys necessary for access to the Leased Premises. Lessee agrees that Lessee's request for repairs shall be considered notice of Lessor's intention to enter the Leased Premises. Lessee further agrees that Lessor's receipt of Lessee's notice to

vacate shall be deemed notice of Lessor's intention to enter for purposes of inspection and presentation to prospective residents.

The Lessee agrees that the Lessor, or Lessor's delegate, may enter the Leased Premises at any time without advance notification when there is an emergency such as fire, flood or other unsafe or hazardous condition or where there is reasonable cause to believe that an emergency exists that threatens the health, safety or general welfare of Lessee or any other of Lessor's tenants within the building or which may damage Lessor's property or the property of any of its tenants within the building. It is agreed and understood that for routine inspections, preventative maintenance procedures, or inspections by Code inspectors, posting a written notice in the central mail delivery area and/or in the central utility area of the premises shall be regarded as notice to enter.

11. **Lessee's Absence:** Lessee shall notify Lessor of any absence from the premises in excess of seven (7) days, no later than the first day of such absence. During such absence, Lessor may enter the Leased Premises at times reasonably necessary for inspection to preserve the premises.
12. **Abandonment:** In accordance with Section 441 .065 RSMo 1997, if Lessor reasonably believes that Lessee has vacated the Leased Premises with no intention again to reside therein; and rent has remained unpaid for thirty (30) days; and Lessor has posted written notice on the premises and mailed to Lessee's last known address by both first class mail and certified mail, return receipt requested, a notice of Lessor's belief of abandonment; and no response is received from Lessee within ten (10) days from the date of posting and mailing of Lessor's notice, then Lessor may deem the premises and any personal property remaining therein to have been abandoned by Lessee and may terminate the Lease and enter the Leased Premises to perform necessary decorating and repairs and to re-let the Leased Premises in accordance with the terms of this Lease. In this event, Lessor shall not be liable to Lessee for the removal and disposition of any personal property in the Leased Premises.
13. **Condemnation:** If the whole or any substantial part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
14. **Damage or Destruction of Leased Premises:** If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty without fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause the damage to be repaired, and the rent meanwhile shall not be abated. If the premises shall be rendered wholly untenable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate until the Leased Premises have been restored and rendered tenable, or Lessor may at its election, terminate this lease and the tenancy created by giving the Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election so to do and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of rent in the event that damage to the Leased Premises is caused by Lessee, occupants of the Leased Premises or their guests.
15. **Termination and Return of Possession:** Upon the termination of this Lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the Leased Premises to Lessor and deliver all keys to the Lessor at the management office, or as Lessor otherwise directs, which action shall establish the date and time of vacation of the Leased Premises by the Lessee.

If Lessee vacates the Leased Premises prior to the end of the Lease term or any agreed extension thereof, Lessee shall remain liable for all amounts due for the remainder of the term or agreed extension of this Lease; however, if Lessor relets the premises for a monthly rental that equals or exceeds Lessee's existing monthly rate then Lessee's obligation for the remaining rent shall cease as of the date of occupancy by the new Lessee. Such rent-to-rent obligation shall be

prorated on daily basis. Lessee shall remain liable for all other charges accrued pursuant to early termination of this Lease or any extension thereof.

Lessee agrees that, in the event Lessee fails to vacate the Leased Premises upon termination of this Lease, Lessor may, at its sole option and effective upon written notice from Lessor.

- (1) Require Lessee pay, as liquidated damages and for the entire time that possession is withheld, as sum equal to two times the amount of rent herein reserved, pro-rated per day of such withholding, plus Lessor's actual damages resulting from such withholding; or
- (2) Extend the term of this Lease for a period of time not to exceed one (1) year at such rate as Lessor has stated prior to said termination date. Upon receipt of notice under this Section 15(2), Lessee shall have three (3) days to provide notice of acceptance of the extension in writing to Lessor.

If Lessor fails to notify Lessee in writing within thirty (30) days of said termination of Lessor's election under either (1) or (2) above, or Lessee does not accept the extension under (2) above, Lessee's continued occupancy shall be as a month-to-month Lessee.

No action or failure to act by Lessor, except as herein provided, shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

16. **Holding Over:** If Lessee holds over after termination of this Lease, Lessee shall be liable to pay double rent, plus any damages incurred by Lessor, in addition to all other obligations of Lessee hereunder until Lessee delivers the keys to the Leased Premises to Lessor.
17. **Assignment, Subletting and Reletting:** Lessee shall not sublet the Leased Premises (or any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law except with the Lessor's prior written consent.
18. **Lessor's Mortgage:** This lease and the estate of Lessee shall be subject and subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it) upon which the Leased Premises is situated and to all advances upon the security of such deeds of trust and mortgages.
19. **Lessee's Default and Lessor's Remedies:** In the event of any failure of Lessee to pay any rent or additional rent due hereunder within five (5) days after the same shall be due; or in the event of any failure to perform any of the other terms or covenants of this lease to be observed or performed by Tenants (including the terms of the Rules and Regulations described in Section 7 above and made a part of this Lease), Lessor shall have the following remedies:
 - (i) Lessor may terminate this Lease and the term created hereby, in which event Lessor may forthwith repossess the Leased Premises in accordance with law and Lessee agrees to pay the Lessor damages in an amount equal to the amount of rent provided in this Lease until the date of termination stated in Paragraph 2 plus any other sum of money and damages owed by Lessee or provided by law; or
 - (ii) Lessor may elect not to terminate this Lease but only Lessee's right of possession. Lessor may repossess the apartment in accordance with Missouri law, but such repossession will not reduce Lessee's obligations to pay rent hereunder for the full term. In such event, Lessor may re-let the apartment as Lessee's agent and may make repairs, alterations and additions in or to the apartment and redecorate. Lessee shall on demand pay to Lessor damages and all Lessor's expenses of re-letting. In the event the amount collected by Lessor from any reletting is not sufficient to pay the amount provided in the Lease to be paid by Lessee, Lessee shall pay to Lessor, as damages, the amount of each monthly deficiency; or
 - (iii) All other remedies provided at law or in equity, Lessee shall pay Lessor all Lessor's costs, expenses and attorney's fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed, all attorney's fees should be considered additional rent and treated as such.

20. Remedies Cumulative, Non-Waiver:

- A. All rights and remedies given to Lessee or to Lessor shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease. If Lessee is a University student, available remedies including placing holds on grades, transcripts, and/or registration.
- B. Lessee's obligation to pay rent during the lease term or any extension thereof or any hold-over tenancy shall not be waived, released, or terminated by the service of any notice, demand for possession, notice of termination of tenancy, institution of any action or ejectment for any judgment for possession, or any other act or acts resulting in termination of Lessee's right of possession.

21. **Notices:** Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail, regular postage prepaid, addressed (i) if to Lessor, to the office of the site manager of the property; or (ii) if to Lessee, to the Leased Premises. If service is by mail, the date of mailing shall be deemed the date of delivery. Notice served in person to Lessee may be served if left with some person residing in or in possession of the Leased Premises above the age of 15, and in the event of apparent abandonment, the notice shall be served pursuant to the provisions of Paragraph 12 of this Lease.

22. **Entire Agreement and Partial Invalidity:** The terms and conditions set forth in this Lease constitute the entire agreement between the Lessee and Lessor. No modification, waiver or amendment of this agreement shall be binding upon either the Lessor or Lessee unless made in writing and executed by both parties; provided, however, the Lessor may amend the Rules and Regulations referred to in Section 7 above, without prior notice to or consent of Lessee; and Lessee hereby acknowledges that Lessor shall at all times have and may exercise the authority to regulate reasonably the use of the property and the Leased Premises. This agreement and its Attachments make up the entire agreement between the Lessee and the Lessor regarding the Leased Premises. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both the Lessor and the Lessee will continue to be bound by them.

23. **Lease Binding on Heirs:** All the covenants and agreements of this lease shall be binding upon and benefit the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

24. **Addendums:** The following addendums are attached to and incorporated into this Lease by reference, if checked:
 Lead Paint Addendum Pet Addendum Satellite Addendum Employee Addendum Non-Smoking Addendum.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

LESSEE(S)

By: _____ WU ID: _____ Date: _____

By: _____ WU ID: _____ Date: _____

By: _____ WU ID: _____ Date: _____

IF YOU ARE SIGNING THIS LEASE FOR A UNIT WITHIN UNIVERSITY CITY, YOU ARE REQUIRED BY CODE TO APPLY FOR AN OCCUPANCY PERMIT BEFORE MOVING INTO YOUR UNIT. PROOF OF APPLICATION WILL BE REQUIRED BEFORE YOU WILL RECEIVE KEYS.

LESSOR

By: _____

Date: _____