

Owner – Jesse Hall (573) 225-5863

Office –2427 Lexington Ave., Cape Girardeau, MO 63701

Rental Application for (address) Please be aware that smoking is not permitted within residence.

2039 Perryville Rd ( ) 2560 Lisa Dr ( ) 2564 ( ) 2568 Lisa Dr ( ) 111 Clark ( ) 107 Clark ( )

2838 Whitener ( ) or Independence Street ( ). Do You Smoke? Yes NO

Name Home Phone ( ) Work Phone ( )

Social Security No. / / Driver's License # Date of Birth / /

Present Address

How long at this address? Rent or Own Amount paid monthly

Reason for moving

Owner / Manager Phone ( )

Previous Address

How long at this address Rent Reason for Moving

Owner / Manager Phone ( )

How long do you wish to rent: 6 months 12 months Do you have any pets? Yes No

All pets must be approved of before tenant can move into apartment. What pet do you have?

List all names and ages of every person that will reside at resident (even temporarily) . Please include ages of minors also.

Name

Age

Blank lines for listing names and ages of residents.

Please list past employment for the last 5 years, beginning with most current.

Employer

Occupation

Phone

Blank lines for past employment details.

Current Gross Income Per Month (before deductions) \$

List other sources of income (other than present employment listed above).

Have you ever filed bankruptcy? Have you ever been evicted?

if so please explain

Have you ever been convicted of a felony? if so please explain on back of application

Please list 2 Personal references with phone number and address.

Blank lines for personal references.

Please list person to contact in case of emergency

Please list vehicle (s) Make Model Year License

I declare that the statements above are true and correct. I authorize verification of my references and credit as it relates to my tenancy and to future rent collections.

Date Signed

Verified: SSN DL/ID CurTen Prev Credit Inc Refs By

# HALL RENTAL PROPERTIES LLC

Cell Phone # 225-5863

## RENTAL AGREEMENT

NON-SMOKING/NON-CANDLE BURNING APARTMENT

This agreement, dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by and between Jesse C. Hall herein after referred to as

Owner and \_\_\_\_\_  
(Name of Tenant) (Name of Tenant)  
\_\_\_\_\_  
(Name of Tenant) (Name of Tenant)

referred to herein as Tenants for rental of APARTMENT # \_\_\_\_\_ located at \_\_\_\_\_ under the following terms and conditions:

MONTH-TO-MONTH AGREEMENT—Tenants agree to rent dwelling on a month-to-month basis beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_

FIXED-TERM AGREEMENT (LEASE)-Tenants agree to lease this dwelling for a fixed term of ONE YEAR beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Owner notify the other party in writing at least thirty days prior to expiration that they do not wish this Agreement to continue on any basis. \$8400.00 will be paid during the one year period at a monthly rate of \$700.00. If at any time tenant terminate rental agreement within the one year period, tenant agrees to pay 1 months' rent \$700.00 . No smoking of tobacco products /e-Cigarettes will be permitted within apartment at any time. Any evidence of smoking in apartment will result in termination of agreement.

FORM OF PAYMENT—Tenants agree to pay rent in the form of a personal check, a cashier's check, or a money order made out to HALL RENTAL PROPERTIES.

RENT PAYMENT PROCEDURE—Tenants agree to pay their rent either by mailing to the following address 2427 Lexington Ave. ,Cape Girardeau, MO 63701 or putting in drop box by front door at this address.

RETURNED CHECKS—If, for any reason, a check used by tenants to pay owner is returned without having being paid, tenants will pay a return check charge of \$40.00 and take whatever other consequences there might be in making a late payment. After the second time the tenants' check is returned, tenants must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE/RENT LATE DATE—The due date for the rent owing under this Agreement is the 1<sup>st</sup> day of every calendar month. Tenants' rent MUST be paid on or before the FIFTH to be "on time." Tenants must notify owner prior to the 5<sup>th</sup> day, if payment is going to be late.

Tenants' initial \_\_\_\_\_

LATE FEES—Owner expects tenants to pay the rent promptly. Should exceptional circumstances prevent prompt payment, tenants agree to pay an additional sum of (\$10.00) per day for each day after the 5<sup>th</sup> day rent is due..

DEPOSITS—Tenants agree to deposit with the owner the sum of \$700.00, payable before they occupy the premises. Owner may withhold from these deposits as much thereof as necessary at the end of the term to correct or repair damage done by the tenant or tenants' guest or invitees, any amount not expended for cleaning or damages will be returned to the tenants within 30 days. In the event the damage deposit as provided for herein is not sufficient to repair and restore the damage or loss, the tenants agree to pay such additional amount upon notification of the dollar amount thereof. Deposit is not to be applied to the tenants' last month's rent and will be forfeited if tenant(s) doesn't give 30 day notice before vacating. Notice to vacate must be given at the end of the month with tenant moving out the end of the following month.

OCCUPANTS—Tenant hereby agrees that said premises are to be occupied only by \_\_\_\_\_.

In the event there are multiple tenants within an apartment, each tenant is jointly and individually liable for all obligation and terms under this rental agreement. Tenants shall not assign this rental agreement or sublease the entire apartment or any part of the premises to another person without the prior written consent of the owner.

**Adding a Tenant/Unauthorized Tenant** - No one may live in your rental unit unless they are on the lease.

Someone is considered living in your home if they have stayed at your home for more than seven (7) days within any 30 day period (Month).. Please call me if an unusual situation develops (visiting family, etc.). If you are the sole tenant listed with the landlord and someone moves into your rental unit, it is your responsibility to inform the landlord of the intent to move someone in with you. The new prospective tenant must be screened and approved by landlord before being added to the lease. There may be additional rent due each month on the rental unit.

PETS—No pets of any kind will be allowed in or around said premises, even temporarily, without first obtaining owner's permission. "Pets" includes but is not limited to, both warm and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. **There is an automatic one hundred Dollar (\$200.00) pet fee for any animal found in the apartment regardless of the reason the animal is in the apartment.** In addition to the (\$200.00) you will be given twenty-four hour notice to remove the animal from the premises or you will be in breach of the rental lease and will be subject to all applicable penalties.

UTILITIES/SERVICES— **Owner will pay for trash pickup.** Tenants will be responsible for paying all other utilities such as electric, cable etc. Changing of air filter within AC/Heating units will be the responsibility of the tenants and will be changed monthly.

Tenants' initial \_\_\_\_\_

**VEHICLES**—Tenants agree to advise their visitors about parking and to take responsibility for where their visitor's park. Tenants' vehicle must be operative and licensed. Tenants agree not to park trailers, recreational vehicles, boats and the like on the premises. Tenants agree not to repair their vehicles on the premises if the repairs will take longer than two days. At no time will vehicles be parked or drove across the lawn area.

**DRAIN STOPPAGES**—As of the date of this agreement, owner warrant that the apartment's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept disposal diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease oil, table scraps, clothing, rags, sand, dirt and newspapers. These items are not designed for disposal in this manner and should not be placed in any plumbing fixture. Tenants agree to pay for cleaning the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest that the blockage was caused by natural means.

**TRASH**—Tenants agree to dispose of their ordinary household trash by placing it in a trash dumpster for weekly collection. At no time will tenant leave trash outside entrance doors. **Tenants agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like, by hauling it to the dump themselves or by paying someone else to haul it away.** Under no circumstance will discarded furniture, excess boxes or other trash be place around or in the dumpster when tenants move into or out of an apartment. This infraction will cause the forfeit of some or all of your deposit money.

**LOCKS**—**Tenants agree that they will not change the locks on any door.** However, owner will change exterior door locks at tenant's request. Tenants agree to pay owner a re-keying fee of \$15.00 per lock. Tenants agree that existing locks and latches are safe and acceptable, subject to owner's duty to make needed repairs upon written request by tenant.

**LOCKOUTS**—Should tenants lock themselves out of their apartment and be unable to gain access through their own resources, they may call the owner or a professional locksmith if owner isn't available. In either case, they are responsible for payment of the charges and/or damages involved. After the 1st occurrence within each calendar year, owner will charge a fee of \$25.00 for providing this service between the hours of 8:00 a.m. and 10:00 p.m. and a fee of \$35.00 at other times. This fee is due and payable when the service is provided. Owner has the right to refuse to unlock door and tenant would be required to call a lock smith. Tenant should make an extra key and put in a non-conspicuous place.

**ACCESS**—Owner recognize that tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, owner may have to gain access to the tenant's dwelling for the purpose of showing it to prospective tenants, purchasers or for repairs or maintenance. When seeking access under ordinary circumstances, owner will schedule entry between the hours of 8 A.M. and 8 P.M. and owner will provide tenants with a reasonable notice with tenants' concurrence. In emergencies, there will be no notice.

Tenants' initial \_\_\_\_\_

**Peaceful Enjoyment - Quiet Hours are from 10:00 p.m. to 6:00 a.m.** Please refrain from running your washers and dryers, dishwashers, and any other noisy appliances during these times. If there are noise related complaints or problems such as, but not limited to, parties, loud music, domestic disputes, or any other action that disturbs your neighbors, confirmed by reliable third party sources, such as, but not limited to, a police incident report, or an officer's verbal report to myself, If any of your guests or friends causes a disturbance, you will be held accountable for their actions if they are on the premises with your consent or knowledge. Wind chimes are not allowed.

**BUSINESS USE**—Tenants agree to use apartment as their personal residence. Tenants agree to conduct no business on the premises.

**LAWFUL USE**—Tenants agree that they will not themselves or allow others to engage in any illegal activities such as drug trafficking or use of illegal drugs, which is a violation of law and this lease. In the event tenants or members of tenants' family, guests or invitees use or is involved in the use or the distribution of illegal drugs while a guest of tenant shall be JUST cause to evict tenant insomuch as tenants have the power to stop such activities.

**NOTICE OF INTENTION TO VACATE**—When tenants have decided to vacate the premises, they will give owner written notice of their intentions at least 30 days prior to their departure, and they will give an exact date when they expect to move out completely. **Notice must be given at the end of the month with tenant moving out the end of the following month. If notice isn't given at the end of the month, tenant must pay rent for an additional month. Last month's rent will not be prorated.** Until all keys are returned, (personally handed over to owner) tenants are still in possession of apartment and will pay rent and/or penalties as specified in this Agreement. All light bulbs must be in place and working and the smoke detector has a working battery in it. All personal property must be removed from the apartment, patios, yard, parking lot and laundry. Forwarding address must be left with owner.

**HOLDING OVER**—In the event tenants serve notice of intention to vacate premises or terminate lease and continue to maintain possession of the premises beyond the date of termination, tenants shall pay owner an additional Two-Hundred Dollars (\$200.00) liquidated damages in addition to double rent until possession of the premises is restored to owner.

**INSPECTION OF PREMISES**—Tenants agree that he/she has inspected premises prior to execution of this agreement and found the apartment to be in good order, condition, and repair except as may be otherwise noted hereon. Upon expiration of this lease or the termination thereof, tenants agree to surrender possession of the premises and furnishing in as good order, condition, repair and cleanliness as when received, fair wear and tear excepted.

**RENTAL INSURANCE** – Tenants are responsible for acquiring necessary rental insurance that will cover property loss due to flood, water leaks, rain, hail smoke, lightning, wind, explosion or any "act of GOD." Owner's insurance does not cover such loss. Tenant acknowledges that they have received an application for renter's insurance.

Tenants' initial \_\_\_\_\_

**DAMAGES TO PROPERTY**—Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenants or tenants' guests, invitees, employees, or occupants, tenants agree to pay the cost of all repairs within 30 days after receipt of the owner's demand for the repair charges. Tenants will pay rent for the period the apartment is damaged whether or not the apartment is habitable. Tenants further agree that he/she will keep said premises free from any debris, trash, or filth, and will not do anything to create a danger of fire. At no time will gasoline, charcoal lighter or highly combustible fuels be stored on the premises. **No weights used for a bench press will be allowed as this may break floor tile if one falls.**

**SMOKE DETECTORS**—Owner will provide smoke detectors in the apartment upon initial occupancy by tenants. Thereafter, tenants shall frequent monitor smoke detectors whether they are operational and replace batteries every six months or before.

**UNTENANTABLE APARTMENT**—If the apartment is rendered partial untenable by fire or other casualty, rent shall be reduced proportionally until such time as apartment is rendered habitable, and owner shall proceed without delay to render said premises completely habitable, and if not finished within one month after the date of damage or loss, then tenants shall have the option of terminating this lease immediately thereafter by giving to owner written notice of termination. If the said premises are totally destroyed or rendered completely uninhabitable by reason of fire or other casualty, then at the option of tenants, this lease shall terminate upon written notice to the owner and a pro rate portion of the prepaid rent shall be refunded to the tenants along with any unexpended portion of the security deposit as hereinabove provided. If tenants do not elect to terminate lease, then rent shall be abated until apartment is again ready and fit for occupancy.

**ALTERATIONS TO APARTMENT**---Pictures, mirrors, posters, etc. may be hung on the walls utilizing a standard picture hanger or small nail. These small holes will be filled and painted when your lease has ended. If you need to hang anything larger such as a heavy object or flat screen television, you must first obtain our approval, then either repair the area when your lease has ended, or pay us to do so. You should not make a hole in the ceiling for any reason. Holes shall not be placed in any wood surface such as doors, molding, trim, vanities, or cabinets.

**ABANDONMENT**—If tenants default in the payment of the rent, or under any of the items of this agreement, and if tenants shall vacate or abandon the premises (absence of tenants for a period of seven days after such default, shall be considered abandonment), owner may at tenants' sole discretion, without terminating this lease, re-enter said premises and remove all property and effects therefrom without being guilty of trespassing in any manner in order to collect any arrears of rent and take possession of the premises. Owner shall have the right to dispose of any property removed by the owner because of such abandonment without compensation or liability to tenants and notwithstanding with any other provision in this lease.

**CANDLE BURNING**—Tenant agrees not to burn any type of fragrance candles or scented items that would leave soot residue on wall and ceiling.

Tenants' initial \_\_\_\_\_

**Bi-MONTHLY INSPECTION**—Bi-monthly inspections will be conducted where the following items will be check; toilet flush valves, faucets leaks, furnace filters, cleanliness of carpet and the presence of pests. Tenant will be notified 24 hours prior to the inspection and are encouraged to make known any problems or potential dangers at that time

**CONSEQUENCES**—Tenants by signing this **RENTAL AGREEMENT** hereby state that all questions about this Rental Agreement have been answered and that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party as spelled out herein. Tenants further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. By signing this Rental Agreement, tenants acknowledge that they have received a sign copy of Rental Agreement. If tenant or tenant's guest, violate non-smoking agreement, Tenant will be liable for all expenses to rid apartment of smoke residue and smell of smoke. Smoking violation will result in being evicted.

**IN WITNESS WHEREOF**, the parties hereto have executed this **RENTAL AGREEMENT** on the day and year first mention as written above.

Phone # \_\_\_\_\_ - \_\_\_\_\_

Phone # \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_-\_\_\_\_-\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_-\_\_\_\_-\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
(Date)