

LEASE

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

1. LEASED PREMISES:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises") located at:

Address: _____ Apt. 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.

IF LESSEE IS A WASHINGTON UNIVERSITY STUDENT, LESSEE MUST CONTRACT WITH WASHINGTON UNIVERSITY FOR LOCAL TELEPHONE SERVICE AND ABIDE BY UNIVERSITY TELEPHONE SERVICES POLICIES WHEN AVAILABLE.

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. If Lessee remains in possession of the premises with the consent of Lessor he/she shall do so as a month to month tenant and the terms and conditions of this lease shall continue to apply to the tenancy.

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 and _____/100 (\$ _____); or monthly installments of \$ _____ dollars and No/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 and _____/100 (_____) for _____ days prorate 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 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 Lessor 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 hereunder 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 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 as additional rent charge in the amount of **\$5.00 per day** for a total additional rent charge of **\$50.00**.

F. **If rent is past due two months or more, account will be turned over for remedial action. University will attach the unpaid rent to a student's university account and their e-mail account will be blocked until it is paid. Faculty and staff living in our apartments, that if the rent is 60 days delinquent, will have the right to have it deducted from their University paycheck.**

G. Lessee will be charged, as liquidated damages, 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 for 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: A non-refundable payment, until the following terms are met:

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 giving up possession, Lessor shall return the full amount of the security deposit or withhold so much of the deposit 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 the Lessor for actual damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration; or (iv) compensate the Lessor for actual damage sustained as a result of Lessee's failure to find a sublettor; or (v) 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.

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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:

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 (procedure is set forth in Section 441.065 RSMo 1997).

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 to 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 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.

This Lease, or any extension thereof, may be terminated at the end of the lease term or any agreed extension thereof by Lessee giving notice pursuant to Paragraph 21 of this Lease and as hereinafter stipulated. Notices with tentative dates, and notices with tentative dates or a spread of vacate dates will not be accepted.

All such notices must be received by Quadrangle Housing Company at least thirty (30) days prior to the expiration of the lease term and before the first day of the month in which the termination is to take effect.

If Lessee vacates the 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 that:

- (1) Lessee shall pay as liquidated damages for the entire time that possession is withheld a 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) Lessor, at its sole option, may, upon giving Lessee written notice, extend the term of this lease for a like period of time not to exceed one (1) year at such rate as Lessor has stated prior to said termination date; or
- (3) 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, Lessee's continued occupancy shall be as a month-to-month Lessee.

No action or failure to act of Lessor's 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 for twice the reasonable rental value of the premises, plus any special damages incurred by Lessor, in addition to all other obligations of Lessee hereunder until Lessee delivers the keys to the premises to Lessor.

17. ASSIGNMENT, SUBLETTING AND RELETTING:

Lessee shall not sublet the apartment (nor 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:

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- (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 to Lessor damages in an amount equal to the amount of rent provided in this lease until the date of termination 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 law, but such repossession will not reduce Lessee's obligation 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 Washington University student, available remedies include 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 ejection 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 plus two days 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 apartment, 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.

The Lessee is required to give a minimum of thirty (30) days written notice, as provided in Paragraph 12 of this Lease, to vacating the premises; if such written notice is not received to Lessors premises the security deposit will be forfeit.

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, that Lessor may amend the Rules and Regulations referred to in Section 10 of this Lease, 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 unit. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of this agreement 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 Tenant.

24. **ADDENDUMS** The following addendums are attached to and incorporated into this lease by reference: A) Lead Paint Addendum; B) Pet Addendum; C) Sublease Addendum; D) Satellite Addendum; E) Employee Addendum (if applicable)

25. SIGNATURES:

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: _____