

LEASE

This Lease ("Lease") is made and entered into as of _____, 20____, by and between The Dens, LLC, a Missouri limited liability company, "referred to as "Landlord"), and _____, _____ and _____, single individuals (collectively referred to as "Tenants," individually referred to as "Tenant"). This Lease is effective as of the date of the last signatory hereto and the receipt by Landlord of one fully executed Joint and Several Guaranty of Lease for each Tenant, attached hereto and marked as Exhibit A, whichever is later.

TERMS AND CONDITIONS

THE PARTIES AGREE:

Landlord agrees to rent unit number ____ at an apartment complex known as The Dens, located at _____ (hereinafter referred to as the "Premises") to Tenants. The term of the Lease shall be for one (1) year, beginning on _____, _____, and ending on _____, _____. The Lease **WILL NOT** automatically renew itself after the end of the rental term.

A. RENT

1. Tenants will pay \$ _____ as the gross, annual amount of rent due hereunder. As a convenience, Tenants may pay \$ _____ per month to Landlord at the Landlord's address by the first (1st) day of each month with no grace period. Rent paid after such date is delinquent and will authorize all remedies in Paragraph 5. Timely payment of monthly rent is of the essence of this Lease. If the monthly rent is not paid on or before the fifth (5th) of the month, Tenants shall also pay, as additional rent, a late charge of \$25.00 per day thereafter until paid in full. Tenants also agree to pay, as additional rent hereunder, the full amount of any credit card processing fee or automated clearing house (ACH) transfer fee, if rent is paid via credit card or ACH transfer. Further, Tenants agree to pay, as additional rent hereunder, \$50.00 for each returned check plus the late payment charges referred to above. Prorated rental, if any, from commencement date to the first of the next month is \$ _____.

At Landlord's option, Landlord may at any time require that all rent and other sums be paid in either cash, certified check, cashier's check, money order, by credit card, ACH transfer, or one monthly check rather than multiple checks.

2. Rent Paid Through Move-Out. At time of Move-Out, all rents must be paid in full through the remaining term of the Lease. Tenants are prohibited from applying the security deposit to rent.

3. Rent Increase. No rent increases shall occur during the initial Lease term. During any holdover term, rent may be increased upon one month's prior written notice from Landlord.

B. POSSESSION.

4. Delay of Possession. If possession is or will be delayed because of construction or prior Tenants holding over, Landlord shall not be liable to Tenants for such delay, and the Lease shall remain in force subject to:

- (a) abatement of rental on a daily basis during delay, and
- (b) Tenants' right to terminate if Landlord fails to give Tenants Notice of Delay prior to commencement date.

The Notice of Delay shall contain a readiness date which shall be considered the new Lease commencement date. Tenants' right to rent abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Tenants.

4A. Right to Terminate Lease.

After receipt of the Notice of Delay, the Tenants may terminate the Lease within five (5) days after the Tenants receive the written notice. Such termination must be in writing. After such termination, Tenants shall be entitled only to a refund of the security deposit and any rent prepaid.

4B. Move-Out Notice, and Early Move-Out.

At least forty-five (45) days written notice of intent to vacate must be given to Landlord prior to the ending date of the Lease term and any extension period. Such move-out notice shall effectively terminate the Lease on its scheduled expiration date. If Tenants fail to give forty-five (45) days written move-out notice or move-out without rent being paid in full for the entire Lease term or extension period, Tenants will be liable for a cost of reletting charge of \$_____ plus continued liability for past rent, future rent, and other damages or charges to which Landlord is entitled.

C. DEFAULT AND FORFEITURE.

5. Default.

This Lease is subject to the covenant that no event of default shall occur. Any of the following constitutes an event of default:

- (a) Tenants fail to pay timely the monthly rent or other amounts owed by Tenants to Landlord under this Lease; or
- (b) Tenants vacate or abandon the Premises; or
- (c) Any Tenant is adjudicated a bankrupt; or
- (d) Tenants, Tenants' guests, or other occupants violate this Lease or Landlord's Rules and Regulations or applicable, federal, state, or local laws;
- (e) Tenants fail to perform or observe any other requirements of this Lease not specifically mentioned previously in this definition of event of default.

If an event of default occurs, Landlord may give Tenants a written notice (called "Notice of Forfeiture") of Landlord's declaration of a forfeiture of this Lease at the expiration of five (5) days from the date of service of such Notice of forfeiture. Landlord shall then be entitled to possession by proper legal process. Notice may be mailed or personally delivered to Tenants or left in a conspicuous place inside the Premises. The date of mailing or delivery shall be considered the date of service of the notice.

6. Landlord's Rights Upon Forfeiture.

- (a) Forfeiture of Tenants' possession rights or subsequent reletting by Landlord shall not absolve Tenants from liability for future rentals under this Lease. The gross rent for the remainder of the Lease term or any extension period shall be accelerated automatically without notice or demand and shall be immediately due and delinquent if an event of default occurs. This right of acceleration is in lieu of having gross rent for the entire Lease term paid at the beginning of the Lease.
- (b) Landlord may report unpaid rental or any other unpaid sum(s) to local credit agencies for recordation in Tenants' credit record.
- (c) If Tenants move-out in response to Landlord's Notice of Forfeiture, Landlord shall use diligence to relet and all subsequent rent received shall be credited against Tenants' liability for future rent.
- (d) Pursuant to Subparagraph 6(a) above, after the date on which Landlord is entitled to possession, Tenants shall be subject to Landlord's rights under the rent and possession statutes of the State of Missouri.

Pursuant to Subparagraphs 6(a), 6(b), 6(c), 6(d), retention of possession by Tenants shall constitute an unlawful detainer. Landlord shall have the right and license, with process of law (and if Tenants abandon the Premises, Tenants grant and Landlord shall have such right and license with or without process of law), to enter into the Premises and to take possession of the Premises and to expel and remove Tenants and any others who may be

occupying or within the Premises and to remove any and all property from the Premises, without relinquishing Landlord's right to rent, or any other sums due under this Lease and without relinquishing any rights of Landlord by operation of law. If Tenants abandon the Premises and Landlord exercises the right and license to enter without process of law, Landlord may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

7. Default by Landlord. The following shall constitute events of default:

- (a) Landlord fails to maintain the Premises in accordance with Paragraph 18(B); or
- (b) Landlord fails to maintain plumbing fixtures and water and sewer lines serving the interior of the Premises except as otherwise provided in Paragraph 20(B) below; or
- (c) Landlord fails to make repairs required hereunder, subject to Tenants' obligation to pay for damages caused by Tenants, Tenants' guests, or other occupants; or
- (d) Landlord fails to perform any other covenant or agreement on its part stated in this Lease.

Tenants must notify Landlord by written notice of any such event of default and Landlord shall have thirty (30) days after date of service of such notice (unless the event of default involves a hazardous condition or failure to furnish heat, hot water or essential services, which shall be cured immediately), to cure such event default. Landlord's failure to cure may be excused upon one or more of the defenses stated in Paragraph 18(C), in which event Landlord shall notify Tenants of specific facts constituting such excuse(s) within the thirty (30) day period (or in the case of a hazardous condition, or failure to furnish heat, hot water or essential services, within two (2) days of Tenants' notice).

8. Tenants' Remedies. If the time allowed for curing the event of default has lapsed and if Landlord has not taken any action to cure the event of default, Tenants shall then give Landlord written "Notice of Termination" to be effective no later than five (5) days after the date of receipt of the "Notice of Termination." The security deposit and prorated rent will be refunded as required by law. Tenants must vacate on or before the date stated in the "Notice of Termination" with rent paid up to and including the termination date.

9. Remedies Cumulative; Non-Waiver.

- (a) All rights and remedies given to Tenants or to Landlord shall be distinct, separate and cumulative, and the use of one or more of them shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease.
- (b) No waiver of any breach or default of either party shall be implied from any omission by the other party to take any action on account of any similar or different breach or default.

D. SECURITY DEPOSIT.

10. Tenants have deposited with Landlord a security deposit in the amount of \$_____ for the performance of each and every covenant to be performed by Tenants under this Lease. Landlord shall have the option to apply the security deposit to remedy Tenants' defaults. Landlord's right to possession of the Premises for nonpayment of rent or any other reason shall not be affected by the fact that Landlord holds the security deposit. Tenants' liability is not limited to the amount of the security deposit in the event of a sale, lease, or other transfer of the building. Landlord may transfer the security deposit to Landlord's transferee provided the transferee by written undertaking addressed to Landlord assumes all Landlord's obligations. Tenants agree to look to such transferee solely for the return of the security deposit.

The security deposit shall not be deemed or construed as advance payment of rent for any month of the Lease term.

11. Deductions from Total Security Deposit.

- (a) At the move-out, the Premises shall be surrendered to the Landlord in the same condition as when received, reasonable wear excepted. If Tenants fail to surrender the Premises in the same condition it was received, Landlord, in its sole discretion, may apply the security deposit to repair, replace, and/or clean said Premises to return it to the same condition as when received. Tenants shall also be liable for, and appropriate security deposit deductions shall

be made for, all unpaid sums due under the Lease, unpaid rent, unpaid utilities, costs of reletting, late payment and returned check charges, attorney fees and court costs. The security deposit will be first applied to non-rent costs, then to unpaid rent.

12. **Inspection Upon Move-Out.** Before Tenants move-out, Tenants are urged to make an appointment with Landlord for move-out inspection of the Premises, using the Move-in and Move-out inventory and condition forms. Estimates or commitments by Landlord regarding amounts of or deductibility of repairs, damages, or charges are subject to subsequent modification or disapproval by Landlord.

13. **Return of Deposit.** After lawful deductions have been made, the balance of the security deposit and an itemized accounting of any deductions will be mailed to Tenants no later than thirty days after surrender. For purposes of determining relinquishment of possession, damages, cleanup charges, and other deductions, the event of Tenants' "surrender" shall be considered to have occurred on the earliest of the following dates:

- (a) when all keys have been returned to Landlord; or
- (b) when move-out dates have expired and all Tenants live elsewhere; or
- (c) when it reasonably appears that all Tenants have permanently moved out.

E. **TENANTS' USE.**

14. **Tenants' Use of Premises.** The Premises shall be occupied solely for residential purposes by Tenants. Guests of Tenants may occupy the Premises in reasonable numbers for no more than two consecutive days at a time, and no more than a total of three weeks during the term. Neither Tenants nor any of their guests shall perform or permit any practice that may damage the reputation of or be injurious to the building or The Dens, or be disturbing to neighbors, be illegal, or increase the rate of insurance on the building.

15. **Tenants' Conduct.** Tenants agree that Tenants, Tenants' guests, or other occupants shall not: (i) act in a loud, disorderly, violent or unlawful manner on the Premises; (ii) disturb or threaten the rights, comfort, health, safety or convenience of any other Tenant; (iii) possess, display, discharge or use a firearm, blackjack, or other weapon; (iv) possess, sell, manufacture or use controlled substances, except use pursuant to a prescription, in the Premises or anywhere on The Dens property; (v) operate a business on the Premises; (vi) store or produce hazardous substances or materials (as defined under multiple federal environmental laws) on the Premises; (vii) engage in any criminal activity on the Premises; (viii) smoke any tobacco products, cloves, marijuana, or other similar substances on the Premises; (ix) inhale or use any vapor products, including those commonly known as e-cigarettes on the Premises; and (x) chew, inhale, ingest or otherwise use tobacco products in any manner on the Premises.

F. **CONDITION OF PREMISES AND ALTERATIONS.**

16. **Condition of the Premises on Moving In and Moving Out.** Tenants accept the Premises and fixtures as is, except for conditions materially affecting health or safety of ordinary persons. Landlord makes no express or implied warranty as to the condition of the Premises upon move-in. A Move-in Inventory and Condition Form will be provided to Tenants upon move-in. Within 48 hours after move-in, Tenants shall note any defects or damages on the form and return it to Landlord; otherwise, the Premises will be deemed to be in clean and good condition. Tenants shall use reasonable diligence in the care of the Premises.

17. **Alterations, Additions, Fixtures, Appliances, Personal Property.** Tenants shall make no alterations or additions to the Premises or any part of the building, interior or exterior, nor install, attach, connect or maintain any major appliances or devices of any kind without the written consent of the Landlord. No holes or stickers shall be put anywhere inside or outside the Premises, except a reasonable number of small nail holes. No water furniture, antenna installations, additional phone or television cable outlets, or lock changes (including rekeying or addition of locks) will be permitted except by Landlord's prior written permission.

All alterations, additions, and fixtures (including security devices) whether temporary or permanent in character, made by Landlord or Tenants shall become Landlord's property and shall remain in the Premises on the termination of the Lease without compensation to Tenants. If Landlord shall permit or demand removal, Tenants shall put that part of the Premises into like condition as existed before the installation of such alteration, addition or fixture.

G. **MAINTENANCE.**

18. Landlord's Maintenance Obligations.

(A) Tenants hereby declare that Tenants have inspected the Premises and all related areas and grounds and that Tenants are satisfied with the physical condition thereof. TENANTS AGREE THAT NO REPRESENTATIONS, WARRANTIES (EXPRESSED OR IMPLIED) OR COVENANTS WITH RESPECT TO THE CONDITION, MAINTENANCE OR IMPROVEMENT OF THE PREMISES OR OTHER AREAS HAVE BEEN MADE TO TENANTS EXCEPT THOSE CONTAINED IN THIS LEASE, THE APPLICATION, OR OTHERWISE IN WRITING SIGNED BY LESSOR.

(B) Landlord covenants that at all times during the Lease term the Landlord shall maintain the Premises to the following minimum standards:

- (1) Effective weather protection, including unbroken windows and doors; and
- (2) Plumbing facilities in good working order; and
- (3) A water supply which is capable of producing hot and cold running water furnished to appropriate fixtures, and connected to a sewerage system; and
- (4) Heating, ventilation and air conditioning ("HVAC") in fixtures that have already been provided (and no other) within reasonable accepted tolerance and during reasonable hours (in the case of heat, minimum tolerance shall be those established by municipal code). Tenants shall not hire any HVAC contractor to perform any maintenance or repair, or to inspect or provide service to the HVAC system; and
- (5) Gas and/or electrical appliances which are supplied by Landlord in good working order and safe condition, and appropriate gas piping and electrical wiring system to the extent existing in the building maintained in good working order and safe condition; and
- (6) Building, grounds and areas under the control of the Landlord in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin; and
- (7) Adequate and appropriate receptacles(s) for garbage and rubbish in clean condition; and
- (8) Floors, stairways, railings and common areas in good repair and safe condition; and
- (9) Premises floors, walls and ceilings in good repair and safe condition.

(C) Buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control. Components and skilled workmen are not always immediately available. Landlord's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenants would create an intolerable burden on Landlord, other Tenants and the surrounding neighborhood. Landlord's delay in performing agreements or covenants, interruptions in services provided by Landlord, breakdowns of equipment or disrepair caused by the following shall be an absolute defense in any action against Landlord for breach of covenant based upon the duties of Landlord to maintain the Premises:

- (1) Conditions caused by Tenants, Tenants' guests or other persons on the Premises with Tenants' consent, or other Tenants of The Dens; or
- (2) Tenants' unreasonable refusal of entry or other interference with Landlord's workmen or contractors who come to correct defective conditions; or
- (3) Lack of reasonable opportunity to Landlord to correct defective conditions; or
- (4) Conditions beyond Landlord's reasonable control, including strikes or lockouts; or
- (5) Landlord's not having actual knowledge of such defective conditions; or
- (6) Landlord's having exercised due care but such defective condition(s) continuing to persist.

(D) Tenants agree to request all repairs and services in writing to Landlord's designated representative, except in an emergency when telephone calls will be accepted. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs, or maintenance which require such interruption.

RENT SHALL NOT ABATE DURING ANY PERIOD OF REPAIR.

Landlord's failure or inability to make repairs or provide services in any of the above-described circumstances shall in no event form the basis of any claim or setoff for damages against Landlord nor a basis for an abatement of rent nor a cause for termination of the Lease.

In the event of fire, explosion or other casualty, nothing in this Paragraph shall impose upon Landlord any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 22.

19. Tenants' Maintenance Obligations. Tenants covenant to perform the following maintenance during the term:

- (A) Maintain the Premises and appurtenances in a clean, sanitary and safe condition; and
- (B) Dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the Premises to the designated refuse facilities; and
- (C) Properly use and operate all appliances, electrical, gas and plumbing fixtures; and
- (D) Not to place in the Premises or building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; and
- (E) Keep out of the Premises any building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; and
- (F) Not to destroy, deface, damage, impair, or remove any part of the building or Premises or any of the facilities, equipment or appurtenances; and
- (G) To prevent any violations of the foregoing Tenants' obligations by any person in the Premises or building with Tenants' permission.

Tenants shall not suffer or commit any waste in or about the Premises or building and shall at Tenants' expense keep the Premises in good order and repair (except to the extent Landlord has in this Lease agreed to do so).

20. Reimbursement. Tenants shall promptly reimburse Landlord for any loss, property damage, or cost of repair(s) or service(s) caused in the Premises by negligence or improper use by Tenants, Tenants' guests or other occupants. Landlord shall not be liable for and Tenants shall pay for the following if it occurs during the Lease term or any extension period:

- (A) Any damage to doors, windows, or screens unless due to negligence of Landlord, or Landlord's agents or contractors; and
- (B) All plumbing stoppages in lines exclusively serving Tenants' Premises; and
- (C) Any damages from windows or doors left open.

Reimbursement is due upon demand. Landlord may require advance payment of repairs for which Tenants are liable.

H. UTILITIES.

21. Utilities. Landlord shall make application for and arrange for the installation of all such meters or other devices as may be required in connection with all charges for water, sewer, electricity, trash and internet service (the "Utilities") used or consumed in the Premises imposed by a utility company, or authority providing same. Landlord shall be solely responsible for and promptly pay, as and when the same become due and payable, all connection charges, deposits, periodic invoices for the Utilities, taxes and other charges relating thereto. Landlord shall not be

liable for damages or otherwise for any interruption in the supply of the Utilities to the Premises. Tenants, Tenants' guests or other occupants shall not take any actions that may cause the disruption or cancellation of the Utilities. Tenants, Tenants' guests or other occupants shall not cause the temperature of the Premises to exceed eighty-five degrees Fahrenheit (85° F) or to fall below sixty degrees Fahrenheit (60° F).

I. FIRE AND CASUALTY.

22. Fire and Casualty. If the Premises is damaged or destroyed by fire or casualty and:

(A) If the Premises is habitable, then this Lease shall continue without abatement or apportionment of rent; but

(B) If the Premises is rendered (i) uninhabitable, or (ii) continued occupancy would be illegal, Tenants may immediately vacate the Premises and notify Landlord in writing within five days of vacating of Tenants' intent to terminate, in which case this Lease shall terminate as of the date of vacating.

23. Tenants to Insure Belongings: Landlord will not be liable to Tenants, Tenants' guests, or other occupants for any damages or losses to person or property caused by other persons, theft, burglary, assault, vandalism, or other crimes. Landlord shall not be liable for personal injury or for damage to or loss of Tenants' personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such injury or damage is caused by negligence of Landlord. Landlord strongly recommends that Tenants secure Tenants' own insurance to protect against all of the above occurrences.

J. MISCELLANEOUS.

24. Subordination. Tenants agree that this Lease is subordinate to any mortgage, deed of trust or other instrument of security entered into by the Landlord. Tenants agree, upon request by the Landlord, to execute and deliver any instruments, releases or other documents that may be required in connection with subordination of this lease to a mortgage, deed of trust or other instrument of security.

25. Parking. Vehicle parking by Tenants at The Dens shall be prohibited unless Tenants obtain a permit from the Landlord. The parking permit shall be displayed in the rear window of the permitted vehicle. Tenants shall provide Landlord with the make, model and license plate number for any vehicle that Tenants desire to park at The Dens. No more than two (2) vehicles shall be issued parking permits for Tenants at the Premises. Tenants' guests shall not park at The Dens during the period of time that the guest is at the Premises, as permitted by this Lease. Any non-permitted vehicles which are parked at the Dens may be towed by Landlord, at Tenants' cost.

26. Access. If Tenants, Tenants' guest, or other occupant is present then repairmen, service men, or Landlord may enter the Premises during reasonable times for reasonable business purposes. If no one is in the Premises, then repairmen, service men, or Landlord may enter at reasonable times by duplicate or master key, (or by other means if locks have been changed in violation of this Lease) so long as written notice of such entry is left inside the Premises immediately after the entry and such entry is for responding to Tenants' request, repairs, maintenance, retrieving property owned by Landlord or previous Tenants, or showing the Premises to prospective Tenants.

27. Abandonment. In the event of abandonment of the Premises by the Tenants, Landlord may enter into the Premises and act as Tenants' agent to perform necessary decorating and repairs and to relet the Premises.

28. Eminent Domain. If any substantial part of the building in which the Premises is located is taken by any competent authority for any public use or purpose, or if any adjacent property or street shall be improved in such a manner as to impair the use of any part of the building, the term of this Lease shall at the option of the Landlord or the condemning authority be terminated upon the date when possession of the part so taken shall be required for such use and Landlord shall be entitled to receive the entire award without apportionment to Tenants. Rent shall be apportioned to the day of vacating as a result of the termination.

29. Application. The application for this Lease and all representations and promises contained in it are made a part of the Lease. Tenants warrant that the information given by Tenants in the application is true. If such information is false, Landlord may terminate this Lease.

30. Assignment, Subletting, and Reletting. Assignment, subletting, reletting, replacements, substitution, or change of roommates will be allowed only upon prior written permission of Landlord, which permission can be

withheld for any reason. In such event, Tenants remain fully liable under the Lease, but shall receive credit for all rentals paid by succeeding Tenants.

31. Notices. All notices shall be in writing and served by delivery in person or by United States Mail, regular postage prepaid at the address shown for Landlord and Tenants at the beginning of this Lease. For purposes of this Paragraph, notice shall be deemed made when said writing is delivered, in person or by United States Mail.

32. Modification. The terms and conditions of this Lease shall be conclusively deemed the agreement between the Tenants and Landlord and no modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by the parties sought to be bound.

33. Release of Tenants. Tenants will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-resident(s), bad health, death, voluntary enlistment in the armed services, or any other reason.

34. Multiple Tenants or Occupants. Each Tenant is jointly and severally liable for all sums due under the Lease, including each Tenant's share of the total security deposit. Violation of the Lease by Tenants, Tenants' guests, or other occupants shall be considered a violation by all Tenants. Notice by Landlord to one Tenant constitutes notice to all Tenants. Entry permission or request for services from any co-Tenant, co-occupant, or guest shall be deemed to be from all Tenants. The balance of all security deposits may be refunded in one check jointly payable to all Tenants; and such joint refund check and/or itemization of deductions may be mailed to one Tenant only.

35. Copies. This Lease has been executed in multiple copies, one for Tenants, and one or more for Landlord. A copy of Landlord's Rules and Regulations is attached to this Lease. When a MOVE-IN INVENTORY AND CONDITION FORM is completed after Tenants move in, Tenants and Landlord shall retain a copy.

36. The Lease Binding on Heirs, Etc. All the covenants and the agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenants.

37. Other Agreements.

(A) The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

(B) "Landlord" shall refer to the person, partnership, corporation or trust stated in that capacity. If such person is an agent, Landlord shall refer to and include that agent as well as the principal. Obligations and duties to be performed by Landlord may be performed by Landlord its agents, employees or independent contractors. Only Landlord (including its designated agent) may amend or modify this Lease or Landlord's obligations thereunder.

(C) All rights and remedies of Landlord under this Lease, or that may be provided by law, may be exercised by Landlord in Landlord's own name individually, or in Landlord's name by Landlord's agent, and all legal proceedings for the enforcement of any such rights or remedies, including those for rent, unlawful detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Landlord in Landlord's own name individually, or by agent of Landlord.

(D) Tenants agree that Landlord may at any time and as often as desired assign or re-assign all of its rights as Landlord under this Lease.

(E) The necessary grammatical changes required to make provisions apply to corporations or persons, or women shall in all cases be assumed as though in each case fully expressed.

(F) The obligations of two or more persons executing this Lease as Tenant shall be joint and several.

(G) "Premises" as used herein shall refer to the dwelling unit leased to Tenants.

(H) "Building" as used herein shall include the entire physical structure that the Premises (which is the Premises) is contained in, including machinery, equipment, and appurtenances which are a part of it, grounds, recreational areas and facilities, garages and outer buildings.

(I) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

38. Rules and Regulations. The rules and regulations at the end of this Lease shall be a part of this Lease. Tenants covenant and agree to keep and observe these rules and regulations. Tenants also covenant and agree to keep and observe such further or amended reasonable rules and regulations as may be promulgated by Landlord for the necessary, proper, and orderly care of the building and The Dens (provided such later rules do not materially change the Non-Rule Provisions contained in the body of this Lease).

39. Execution in Counterparts; Facsimile and Electronic Signatures. This Lease may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A signature of a party to this Lease sent by facsimile, electronic mail or other electronic transmission shall be deemed to constitute an original and fully effective signature of such party. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document. No party may raise the use of a facsimile machine or electronic mail as a defense to the enforcement of this Lease or any amendment or other document executed in compliance with the terms hereof.

40. Waiver of Jury Trial. **To the fullest extent permitted by applicable law, and as separately bargained-for consideration to Landlord, the Tenants hereby waive any right to trial by jury (which Landlord also waives) in any action, suit, proceeding or counterclaim of any kind arising out of or otherwise relating to this Lease, either parties obligations hereunder, or Landlord's or Tenants' conduct in respect of any of the foregoing.**

41. Governing Law; Consent to Jurisdiction. **In order to provide for a uniform and well established body of law to define and govern the rights and duties of the parties, the parties hereto agree that this Lease shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri without giving effect to any choice of law rules thereof and all claims relating to or arising out of this Lease, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, without giving effect to any choice of law rules thereof. Each Tenant hereby consents to the jurisdiction of any state court located within the St. Charles County, Missouri, and waives personal service of any and all process upon them and consents that all such service of process be made by certified or registered mail directed to the Tenants at the Premises, and service so made shall be deemed to be completed upon actual receipt thereof. Each Tenant waives any objection to jurisdiction and venue of any action instituted against them as provided herein, and agrees not to assert any defense based on lack of jurisdiction or venue. Each Tenant further agrees not to assert against the Landlord (except by way of a defense or counterclaim in a proceeding initiated by the Landlord) any claim or other assertion of liability with respect to this Lease or the Landlord's conduct, or otherwise with respect thereto, in any jurisdiction other than the foregoing jurisdiction.**

42. Real Estate Agents. Tenants acknowledge that some Members and Managers of Landlord are licensed real estate agents. Notwithstanding the foregoing, no Member or Manager shall be deemed to have any agency relationship with any Tenant solely due to the negotiation and execution of this Lease.

LANDLORD:

TENANTS:

THE DENS, LLC

_____, its authorized representative

Dated: _____

Dated: _____

Sample

RULES AND REGULATIONS

These rules are for the mutual benefit of all tenants at The Dens. Please cooperate. Violations may result in the termination of your Lease.

1. No pets or animals are allowed in the Premises without the prior consent of the Landlord. If the Landlord consents to a pet or animal on the Premises, a non-refundable fee of _____ per pet or animal shall be due prior to signing the Lease.
2. Landlord will perform a credit check on each Tenant prior to signing this Lease, and the amount of _____ shall be paid by each Tenant to Landlord to defray the cost of such credit check.
3. The following items for which the Landlord incurs costs that are chargeable to the Tenants shall be deducted from the Tenants' security deposit if payment is not made prior to move-out: 1) repairs to utilities, 2) costs of service representatives for shutting of Tenants' utilities removing equipment related to the utilities, 3) key replacement, 4) removing stickers, decals, scratches, burns, stains, or unapproved holes in walls, doors, windows, floors, carpets and/or furniture, 5) removing, packing, and sorting abandoned, seized or lawfully removed properties, and 6) removing illegally parked vehicles.
4. No sign, advertisement, notice, or any other lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or on any part of the outside or inside of the Premises or the Building without the prior written consent of the Landlord.
5. No awnings or other projections, including air conditioners, television, or radio antennas or wiring shall be attached to or extended from or beyond the outside walls of the Building.
6. The Tenants shall not alter any lock or install a new lock or door knocker or other attachment on any door of the Premises without the written consent of the Landlord.
7. No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed outside the Premises except for on days of refuse collection.
8. No noise, music, or other sound shall be permitted at any time in such manner as to disturb or annoy other tenants. Tenants agree that the conduct of Tenants, their guests, and other occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or conveniences of other tenants.
9. The water closets, basins, and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, rags, or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by the Tenants.
10. There shall be no cooking or baking done in or about the Premises except in the kitchen.
11. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Premises. NO WATER BEDS.
12. Owner may regulate, limit, or prohibit from the Premises complex the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, deliverymen, solicitors, and guests who have lived or stayed in resident's Premises more than three weeks without Landlord's prior written permission, and guests who in Landlord's reasonable judgment have been disturbing the peace, disturbing other residents, or violating Premises rules and regulations.
13. Candles and kerosene lamps are prohibited at all times. Flashlights (and not candles or kerosene lamps) shall be used if electricity is interrupted or terminated.
14. No business or child care service may be operated in or from the Premises.

EXHIBIT "A"

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made and entered into as of the ___ day of _____, 20___, by _____ and _____, jointly and severally, (hereinafter collectively referred to as "Guarantor"), given to The Dens, LLC, a Missouri limited liability company, (hereafter referred to as "Landlord");

WITNESSETH:

WHEREAS, simultaneously with the delivery of this Guaranty, the Landlord is entering into a Lease (hereinafter referred to "Lease") with _____, _____ and _____ (hereinafter collectively referred to as "Tenants"), for certain premises located at _____, which premises are more particularly described in said Lease; and

WHEREAS, Landlord is unwilling to enter into said Lease unless Guarantor executes and delivers to Landlord this Guaranty; and

WHEREAS, Guarantor acknowledges that a direct benefit will inure to them as a result of the Lease; and

WHEREAS, Guarantor has examined said Lease, and fully understands all of Tenants' obligations set forth therein.

NOW THEREFORE, in order to induce Landlord to enter into said Lease and, further, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants, guarantees and agrees as follows:

1. Guarantor hereby jointly, severally, irrevocably and unconditionally guarantees to Landlord the obligations under said Lease and the timely performance and observance of all of the terms, covenants, conditions, and agreements of said Lease to be performed and observed by Tenants, throughout the term of said Lease, and during any extensions or renewals thereto. Should said Lease or any provision thereof be found to be null and void by a Court having jurisdiction over such matter, Guarantor hereby irrevocably and unconditionally agrees to assume the full performance of all of Tenants' obligations under said Lease as and when the same would have become due and payable to Landlord had said Lease or any provision thereof not been declared null and void.
2. In the event Tenants should default in the payment of any rent or other charges due Landlord under said Lease, Guarantor shall immediately pay to Landlord, upon demand, all such rental or other charges due Landlord, together with all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Landlord as a result of Tenants' default. In the event Tenants should breach any covenant, condition or term of said Lease, or fail to perform any obligation required to be performed by Tenants thereunder, Guarantor shall immediately take all actions, necessary or appropriate, to fulfill such obligation and, in the event Guarantor fails to timely take such actions and, for whatever reason, Landlord performs such actions, Guarantor shall immediately pay to Landlord, upon demand, all costs and/or expenses (including reasonable attorney's fees) incurred by Landlord in the performance of such actions.
3. The obligations of Guarantor hereunder shall be of a continuing nature such that, in the event the Lease term is extended, or in the event any of the terms of said Lease are modified or amended, the obligations and liabilities of Guarantor shall not be affected or diminished thereby; and, Guarantor hereby waives any notice of any such extensions of the Lease term, or any modifications or amendments to said Lease. Notwithstanding the aforesaid, at Landlord's request, Guarantor shall execute and deliver to Landlord such further assurances, as Landlord deems desirable, in the Landlord's reasonable judgment to confirm Guarantor's continuing obligation and liability under said Lease.
4. The obligations and liabilities of Guarantor, and the rights of Landlord, under this Guaranty shall not in any manner be dependent upon, or be subject to, the exercise by Landlord of any rights which Landlord may have against or with respect to Tenants, to the extent that Landlord need not exhaust its remedies against Tenants or resort to any security held by Tenants before proceeding against Guarantor under this Guaranty; and no action by Landlord to enforce any of the terms of said Lease or to collect any sums due Landlord from Tenants shall constitute an election of remedies by Landlord or result in a diminution or restriction of Landlord's rights under

this Guaranty.

5. Guarantor hereby waives all right to any notice of default or non-performance by Tenants under said Lease. All notices which are required to be sent between the parties shall be delivered by United States registered mail, postage prepaid, addressed to the parties at their respective addresses below:

LANDLORD:
The Dens, LLC
223 North Main Street
Saint Charles, Missouri 63301

GUARANTOR:

Any party may designate a different address by giving notice to the other parties of the same at the addresses set forth above.

6. Any modification of said Lease or waiver of the performance thereof, or the giving by Landlord of any extension of time for the performance of any of the obligations of Tenants, or any other forbearance on the part of Landlord, or any failure by Landlord to enforce any of its rights under said Lease, shall in no way release Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of Tenants is so released, terminated, affected or diminished; and all notices to Guarantor of any such modification, waiver, extension, forbearance or failure by Landlord under the terms of said Lease are hereby waived.
7. Guarantor agrees that, in the event Tenants shall become insolvent or shall be adjudicated bankrupt, or in the event Tenants shall file a petition for reorganization or similar relief under any present or future provision of the Federal Bankruptcy Act, or if such a petition filed by any creditors of Tenants shall be approved by a court, or if Tenants shall seek a judicial re-adjustment of the rights of its creditors under any present or future Federal or State law, or if a receiver of all or part of Tenants' property and assets is appointed by a State or Federal Court, and in any such proceeding said Lease shall be terminated or rejected or the obligations of the Tenants thereunder shall be abated, reduced, or modified, Guarantor shall immediately pay to Landlord, or Landlord's legal representatives, successors or assigns, an amount equal to all Rent due Landlord under said Lease which was accrued through the date of such termination, rejection or modification, together with interest thereon at 18% per annum from the date such payments were first due under said Lease. In addition thereto, Guarantor agrees to pay to Landlord, each month, at the time, place and in the manner set forth in said Lease, an amount equal to the difference between the monthly obligations of Tenants under said Lease and the actual monthly amount of rent and other charges, if any, received by Landlord during and for such month. Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenants, its estate in bankruptcy resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute, or from the decision of any court.
8. Guarantor shall not be subrogated to any of the rights of Landlord under said Lease, or in or to the premises demised thereby, or to any other rights of Landlord by reason of any of the provisions of this Guaranty, or by reason of the performance by Guarantor of any of its obligations hereunder; and Guarantor shall look solely to Tenants for any recoupment of any losses or damages suffered by Guarantor as a result of Landlord enforcing this Guaranty.
9. This Guaranty may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A signature of a party to this Guaranty sent by facsimile, electronic mail or other electronic transmission shall be deemed to constitute an original and fully effective signature of such party. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document. No party may raise the use of a facsimile machine or electronic mail as a defense to the enforcement of this Guaranty or any amendment or other document executed in compliance with the terms hereof.
10. This Guaranty shall extend to and be binding upon the parties hereto, and their respective legal representatives, administrators, successors and assigns.
11. **To the fullest extent permitted by applicable law, and as separately bargained-for consideration to**

Landlord, the Guarantor hereby waives any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or otherwise relating to the Lease, this Guaranty, or Landlord's or Guarantor's conduct in respect of any of the foregoing.

12. In order to provide for a uniform and well established body of law to define and govern the rights and duties of the parties, the parties hereto agree that this Guaranty shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri without giving effect to any choice of law rules thereof and all claims relating to or arising out of this Guaranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, without giving effect to any choice of law rules thereof. Each Guarantor hereby consents to the jurisdiction of any state court located within the City of St. Louis or the County of St. Louis, Missouri, and waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to the Guarantor at the address stated in Paragraph 5 hereof, and service so made shall be deemed to be completed upon actual receipt thereof. Each Guarantor waives any objection to jurisdiction and venue of any action instituted against them as provided herein, and agrees not to assert any defense based on lack of jurisdiction or venue. Each Guarantor further agrees not to assert against the Landlord (except by way of a defense or counterclaim in a proceeding initiated by the Landlord) any claim or other assertion of liability with respect to the Lease, this Guaranty, or the Landlord's conduct, or otherwise with respect thereto, in any jurisdiction other than the foregoing jurisdictions.

WITNESS:

GUARANTOR(S):

BY: _____

_____ Date

BY: _____

_____ Date