

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
21st CIRCUIT OF THE STATE OF MISSOURI

SM-T.E.H. Realty 4, LLC

Plaintiff,

Cause No. 20SL-AC

Candice Jackson
SERVE OR POST BOTH AT:
3984 Brittany Circle, #A
Bridgeton, MO, 63044

Defendants

Div. No. 40-H

AFFIRMATION AND PETITION FOR RENT AND POSSESSION

COMES NOW Plaintiff, by its undersigned attorney, Matthew Chase, complaining of the Defendant(s), respectfully affirming under penalty of perjury as follows:

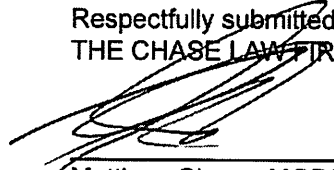
1. Plaintiff, SM-T.E.H. Realty 4 LLC, is a Missouri Limited Liability Company, duly authorized to do business by the Secretary of State, under registration no. LC001418348.
2. Defendant(s) above named rent and occupy, as tenant(s) or lessee(s) of the Plaintiff, the "Premises" situated in ST. LOUIS COUNTY, Missouri, described and known as 3984 Brittany Circle, #A, Bridgeton, MO, 63044
3. Said Premises were rented by Plaintiff, or its agent or predecessor in interest, to the Defendant(s) pursuant to a certain "Lease" signed by Defendant(s), with rent payable monthly in advance at the rate of \$710.00 per month.
4. The sum of \$2,820.00 is now due and payable for unpaid rent up through the date of the filing of this Petition.
5. \$100.00 late fees is due and payable, in accordance with the Lease.
6. \$124.00 unpaid utilities/other is due and payable, in accordance with the Lease.
7. Plaintiff has incurred court costs legal fees of \$375.00, which are due and payable by Defendant(s) in accordance with the Lease.
8. The total now owed including past due rent, late fees, legal fees and costs, and any other expenses is \$3,419.00.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION WILL BE
USED FOR THAT PURPOSE.**

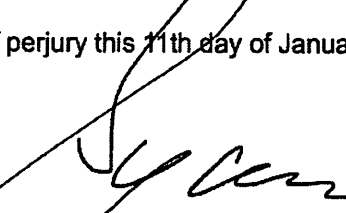
9. Payment of the total due and payable as set forth above has been demanded from the Defendant(s);
and
10. Payment has not been made as demanded.
11. Additional rent will accrue at the first of each upcoming month and late fees on the 5th of each month,
in accordance with the terms of the Lease, from the date of the filing of this Petition.
12. On information and belief, (neither) Defendant(s) is a member of the US Armed Forces.

WHEREFORE, Plaintiff prays for judgment for rent, legal fees and costs in accordance with the Lease terms, totaling \$3,419.00, plus additional rent and late fees as they become due, and restitution of the above Premises as described with costs, plus statutory interest.

By. Respectfully submitted,
THE CHASE LAW FIRM, PC

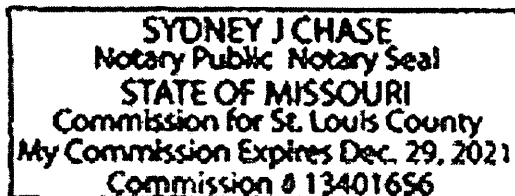

Matthew Chase, MOB#57085
7509 Delmar Boulevard
University City, MO 63130
Tel: (314) 591-7300
Fax: (314) 256-1966
Email: matthew@chaselawpc.com
Attorney for Plaintiff

Subscribed to and affirmed before me, under penalty of perjury this 11th day of January, 2020.


Notary Public

My Commission Expires Dec. 29, 2021

SEAL



THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION WILL BE
USED FOR THAT PURPOSE.

RENTAL AGREEMENT

Lease at a Glance

Address: 3984 Brittany Circle Apt A

Lease Dates: 07/3/19 to 06/30/20

Rent Amount: \$710. Due on 1st, late fee of \$50 after the 5th. \$50 on the 10th. \$25 on the 15th.

This Rental Agreement made in Bridgeton, MO on this date 07/03/2019 between Frank Jackson, Candice Jackson (hereinafter called "Tenant") and Bridgeport Crossing (hereinafter called "Landlord"), shall provide as follows:

1. LOCATION: The landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located Bridgeton, MO, which parcel of land with improvements will constitute the premises said parcel of land is more particularly described as follows: 3984 Brittany Circle Apt A Bridgeton, MO 63044. Landlord hereby reserves the right to transfer Tenant to a similar unit within the complex for any reason by giving a 30-day notice.
2. TERMS: This Rental Agreement shall commence on 07/3/19 and end on 06/30/20. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver possession of the premise in good order and condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage, and other waste, and return all keys to the Landlord.
3. RENT: Rent is payable in monthly installments in advance without notice at the rate of \$710 per month due on the 1st day of each month. Terminating the lease early does not release the tenant from paying the entire lease term amount. The rent is payable to Bridgeport Crossing or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: Tenant further agrees to pay a late fee of \$100 if rent is paid after the 5th day of the month. Any late payment must be in the form of money order, cashier's check, or certified check. Checks will NOT be accepted as payment for late rent. If an eviction is filed there will be a \$500 eviction fee charged to tenant.

If Tenant does not pay rent within five (5) days of the due date, Landlord can start to have Tenant evicted and may terminate the Rental Agreement, as this constitutes written notice in conspicuous language in this written agreement of Landlord's intention to terminate and proceed with eviction.

Where the term of the Rental Agreement commences on a day other than the first day of the month, Tenant shall pay rent unto the Landlord equivalent to the prorated daily amount for each day of the month from commencement of from the first day of the month of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement or on the first day of the month of the Rental Agreement.

4. OCCUPANTS & OCCUPANCY PERMIT REQUIREMENTS: Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. In no event shall more than those persons designated below be allowed to occupy said premises. For purposes of this Rental Agreement, the designated occupants are:

Frank Jackson, Candice Jackson Promise Weaver, Daveon Lauer

Inspection is ordered by owner. Tenant is required to get an occupancy permit.

12355 Natural Bridge, Bridgeton, MO 63044 (314)739-7665

5. RETURNED CHECKS: Tenant agrees to pay \$40 for each dishonored check for bookkeeping costs and handling charges plus late charges if the check is not made good before the sixth day after the due date. If more than one check is returned during the tenure of this Rental Agreement, all future rent and charges shall be paid in the form of cashier's check, certified check, or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

6. **RENEWAL TERMS:** Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Failure to give 30 days notice will result in an additional 1 month rent being charged. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable law, at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice. In the event of hold-over, all month-to-month leases will be charged an additional \$100 per month in addition to current market rate.

7. **SUBLEASE:** Tenant shall not assign or sublet said premises or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than five (5) days.

8. **UTILITIES & SERVICES:** Tenant agrees to pay for Electric and Gas utilities. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Rental Agreement. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest.

Utility Contacts: Ameren UE 314-342-1111; Spire (Laclede Gas) 314-621-6960 ; American Water

Pest control will be paid by Landlord.

Trash must be disposed of inside of trash containers or receptacles only. Failure to do so may result in fines. Furniture and mattresses are not considered ordinary trash. Furniture and mattress removal is at the sole cost of the Tenant. Tenant will be responsible for the cost of removing any furniture or mattress left outside of the apartment or next to the dumpster area. We will charge for each piece of furniture.

Pest control service is provided by the Landlord. You agree that you will not create or allow a condition that will cause an infestation of pests or bed bugs in the apartment. You will not bring into the apartment discarded furniture, clothing, or personal items found discarded or acquired second-hand without confirming the absence of bed bugs by a pest control professional. You agree to immediately notify management of any known or suspected infestation.

In the event pests or bed bugs are determined to be in the apartment, you must cooperate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us and our agents to clean and treat the apartments and buildings that are infested. If you fail to cooperate with us, then you will be in default and we will have the right to terminate your Rental Agreement and impose fines of \$400 and up based upon time and materials.

Parcel Service: In the event that you need to have a package delivered to you during a time when you are not home, the package can be dropped off at the office given that you understand and sign off on the following guidelines:

- a. The package must come from a recognized sender, USPS, UPS, Fedex, DHL, flower delivery service, etc. We will not accept packages dropped off by family members, relatives, friends, or non delivery services.
- b. You acknowledge that the company is not liable or responsible for any lost packages, or damages that occur after delivery of the package to the office.
- c. The package must be picked up within normal business hours. Monday through Friday 8 am – 5pm. We will not be open earlier or later, or on additional days and you will not be allowed in the office to get the package during any other time.
- d. All packages must be picked up at the office within 3 business days after delivery. Any packages that are not picked up within this time frame will be sent back through the delivery carrier. ALL packages must be picked up by the person to which the package was delivered. Failure to pick up packages within this timeframe may result in a fine of \$50.
- e. Upon receiving a package at the office, the office will email you that the package has been delivered. We will not deliver the package to your apartment. (NOTE: you must have a valid email in order to use this Package Drop Off service)
- f. We will not accept packages that need to be refrigerated, or contain live animals or pests of any kind.

9. **SECURITY DEPOSIT AND FEES:** Tenant agrees to deposit with Landlord a security deposit of \$0 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed upon that no part of this deposit is to be applied to any rent which may become due under this Rental Agreement. The total of any cleaning, repair, replacement cost necessary to return dwelling to its condition prior to Tenants occupancy (as documented in the Move-In Inspection) will be taken out of the security deposit, and any remaining amount will be charged to the Tenant. Upon termination of the tenancy, property or money held by Landlord as security may be applied to the payment of accrued rent and other charges as well as the amount of loss of rents or damages that the Landlord has suffered be reason of the Tenant's noncompliance with the Residential Landlord and Tenant Act.

10. **FORWARDING ADDRESS:** Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent. If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the keys for the unit, the Tenant is not entitled to damages under this subsection provided the Landlord had no notice of the Tenant's whereabouts and mailed the written notice and amount due, if any, to the Tenant's last known address. Any remaining balance owed to Landlord will be turned over to collection within 30 days.

11. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the rented premises safe and clean. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning Tenant's use and occupancy of the premises. Tenant, or any person (friend, family, guest, or otherwise) on premises because of Tenant, shall conduct themselves in a manner that will not disturb other tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any person on premises because of Tenant, shall not engage in or facilitate criminal or drug-related activities. Any such violation constitutes a substantial violation and material noncompliance of this Rental Agreement and is grounds for termination of tenancy and eviction from the premises.

No repairs, alterations, or changes in or to said premises, or the fixtures or appliances contained therein, shall be made except after written consent of Landlord. All improvements made by Tenant to the premises shall become property of the Landlord. The cost of restoring premises to original condition if Tenant makes any unauthorized modifications shall be the responsibility of the Tenant. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** Locks/deadbolts shall not be changed without prior written consent from Landlord.

Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries, and minor housekeeping repairs. Tenant will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief, or vandalism by Tenant and/or their guests. Tenant must replace, at Tenant's expense, all broken or damaged windows, screens, outside lights, shrubs, or any damage to the premises caused by Tenant and/or Tenant's guests.

It is specifically understood that it is the Tenant's responsibility to keep sinks, lavatories, and commodes open; report any initial problem within five (5) days of occupancy; repair any and all damages caused by tenancy; replace non-working batteries in smoke detectors; and replace non-working light bulbs at Tenant's own expense. If upon inspection non-working batteries are found in smoke detectors of Tenant's apartment, then Landlord may assess fines to replace.

This unit has been equipped with water conservation shower heads, toilets, and aerator devices on kitchen and bathroom faucets. If Tenant is found to have removed any of these water conservation devices and replaced them with different equipment, said Tenant will be fined. If Tenant has been found to neglect from informing landlord of a water leak/waste (for example a running toilet) which is wasting resources and can cause costly water and sewer usage bills, Tenant can be held liable for any costs incurred due to neglect from informing Landlord of said problem.

Tenant agrees to be responsible for all expenses outside routine maintenance because of misuse due to neglect or carelessness of Tenant or Tenant's guests. The two most common problems are heating repairs due to dirty filters and clogged drains due to hair, grease, and tampons. Nothing other than toilet paper is meant to be flushed down the toilets. Any Tenant found to have flushed any materials other than toilet paper down the toilet will be responsible for any plumbing/sewer issues caused by this action, the cost based on time and materials.

12. **MAINTENANCE OF PREMISES:** Landlord agrees to make repairs and do whatever is necessary to keep the premises in a fit and habitable condition. Tenants may be charged for repairs that are caused by Tenant's misuse or abuse or lack of proper and normal care. Tenant agrees to immediately report to Landlord any malfunction of or damage to electrical, plumbing, HVAC system, smoke detectors, and any other occurrence that may cause damage to the property.

Any maintenance requests received after 3:00 PM will be addressed the following business day. We do not complete maintenance requests over the weekend. ALL maintenance requests MUST originate in the front office, not through maintenance staff.

13. **INSURANCE AND RENTERS INSURANCE REQUIREMENT:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Tenant is therefore required to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

At Tenant's sole cost and expense, Tenant is required to purchase renters insurance providing for personal liability in the amount of \$100,000, and property damage coverage with a limit of not less than \$10,000. Tenant shall be responsible for insuring his/her own possessions against fire and other damages. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or contents contained within caused by incidents, and each party waives all rights of recovery against the other for such loss or damage. However, willful misconduct lawfully attributable to either party, whether in whole or in part, shall NOT be excused under the foregoing release and waiver.

14. **RIGHT TO ACCESS:** Tenant shall not unreasonably withhold consent to Landlord entering into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- a. At any time in case of emergency including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property; and
- b. Between the hours of 8:00 AM and 5:00 PM for the purpose of providing regularly scheduled periodic services provided the Landlord announces intent to enter for such purposes as changing furnace and air-conditioning filters and providing pest control or treatment; and
- c. Between the hours of 8:00 AM and 8:00 PM for the purpose of providing services requested by the Tenant provided the Landlord announces intent to enter for that purpose.

15. **MILITARY CLAUSE:** If Tenant is a member of the Armed Forces of the United States stationed within a 50-mile radius and shall receive permanent change of station orders outside a 50-mile radius, Tenant may terminate this Rental Agreement without penalty upon presentation of a copy of said orders of transfer to the Landlord along with thirty (30) days written notice of intent to vacate and payment of all rent and other charges in arrears to the expiration date of such written notice. Normal enlistment termination or other type of discharge from the Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not acceptable justification for termination of this Rental Agreement. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

16. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

- a. Immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of Tenant's intention to terminate this Rental Agreement, in which case the Rental Agreement is considered terminated as of the date of vacating; or
 - b. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.
- Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

17. **CONDEMNATION:** Tenant hereby waives any injury, loss, damage, or claim against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority, and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

18. **ABSENCE, NON-USE, AND ABANDONMENT:** The unexplained absence of a Tenant for a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. The Landlord may enter the dwelling unit once unit has been considered abandoned or the Rental Agreement has come to an end.

19. **PROHIBITED EQUIPMENT / FURNITURE:** Tenant agrees not to place satellite dishes, antenna, waterbeds, and auxiliary heaters without written permission from Landlord. This property does NOT allow satellite dishes to be installed.

20. **PET FEES / PET RENT:** Tenant shall not keep domestic or other animals on or about the premises without the prior written consent of the Landlord. The Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a wholly non-refundable Pet Fee of \$250, and (2) Pet Rent of \$20 per month per pet for the term of this Rental Agreement. If Tenant is caught with an unregistered pet, Tenant shall make the following payments: (1) a wholly non-refundable Pet Fee of \$500, and (2) Pet Rent of \$40 per month per pet for the term of this Rental Agreement.

Tenant shall be responsible for the animal, its behavior, and any damage caused by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage caused by the animal. NO dangerous breeds are allowed on the premises. No more than 2 pets per apartment. Pets must be spayed and neutered, where applicable. Additionally, it is the Tenant's job to remove any waste left behind by their pets on the property. Landlord will assess a fee for each time a Tenant leaves animal waste in the public areas of the property and/or fails to keep their pet on a leash outside of the Dog Park.

21. RULES AND REGULATIONS: The common area facilities such as laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises

22. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Rental Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the initials and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

23. MEGAN'S LAW: The Tenant agrees that the Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Sex Offender Registry. The Tenant agrees that no course of action may be brought against the Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

24. PAYMENT DROP BOX: The front office payment drop box is available for tenant's convenience. It is Tenant's responsibility to make sure that all payments are received by Landlord.

25. CASH PAYMENTS: Landlord DOES NOT accept cash as an acceptable method of payment. Landlord is not responsible for any financial loss resulting from Tenant's use of cash as payment. Landlord only accepts personal checks, certified checks, cashier's checks, and money orders as methods of payment.

26. ON-SITE MAILBOXES: Landlord shall provide 1 key per resident to the mailbox.

27. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

28. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting there from.

29. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

30. COURT COSTS AND ATTORNEY'S FEES: In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

31. WAIVER OF JURY TRIAL: Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Lease Contract, the relationship of landlord and tenant hereunder, tenant(s) use or occupancy of the leased premises (including but not limited to suit for rent and possession or unlawful detainer) and/or any claim of injury or damage.

32. ENTIRE AGREEMENT: This Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing.

33. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Bridgeport Crossing

4015 Brittany Circle

314-739-6937

34. ADDENDUMS: Below is a list of addendums, which are legally binding additions to this Rental Agreement:

1. Community Policies Addendum
2. Pet Addendum
3. Lead-based Paint Disclosure Addendum
4. Move In Inspection Addendum
5. Move Out Cost Sheet and Inspection Addendum

35. NON-RELIANCE CLAUSE: The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

36. FAIR HOUSING: Landlord is committed to the fair and ethical treatment of everyone at our apartment communities, and we are committed to full compliance with Fair Housing Laws. We will not discriminate in the leasing and management of our communities on the basis of race, color, ancestry, religion, age, gender, national origin, familial status, marital status, sexual orientation or physical or mental disability. It is our commitment that we will apply the principles of Fair Housing. Our policies and community policies and procedures uniformly for all tenants. We are dedicated to honoring Federal and State Fair Housing Laws. RADON GAS DISCLOSURE: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon testing may be obtained from your county public health unit. By the execution of this Rental Agreement and Addendums, I acknowledge that I have reviewed this disclosure in compliance with state statutes.

MOLD and MILDEW DISCLOSURE: Tenant acknowledges that the premises of the property has a climate conducive to the growth of mold and mildew. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean and take other measures to retard and prevent mold and mildew from accumulating in the premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heat, ventilation or air-conditioning ducts in the Premises. Tenant agrees to immediately report to the management office (1) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or any other common area; (2) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation air conditioning systems or laundry systems in the Premises; and (4) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damages to the Premises and Tenant's property, as well as injury to Tenant and occupants, resulting from Tenant's failure to comply with this paragraph."

SMOKE DETECTOR DISCLOSURE: Smoke detectors are installed for your safety and for the safety of the residents around you. You are responsible to maintain the battery within the smoke detector installed in your unit. The unit has a battery detector and the battery is to be changed twice per year or whenever the smoke detector beeps. You should not disconnect this unit from the wiring. Your smoke detector also needs to be tested at least once a month by you to ensure that the battery is in good and working order. If you have a problem with your smoke detector, you must report the problem to the property manager immediately. Any inspection that reveals non-working batteries in any of the smoke detectors will result in a fine for each incident.

ADDITIONAL TERMS:

Wherefore, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written. This Rental Agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Modifications to fees can be made at any time by Landlord with a 30 day notice. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

Tenant agrees to receive communications from landlord and their agents at the email address and phone number listed below.

By signing below the tenant/tenants acknowledge they have read paragraph 31. Waiver of Jury Trial.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Tenant Signature:



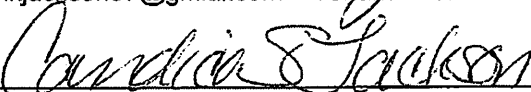
Date:

7-2-19

Tenant Email: frankjackson97@gmail.com

Tenant Phone: 314-817-6525

Tenant Signature:



Date:

7-3-19

Tenant Email: cstar1972@gmail.com

Tenant Phone: 314-619-6271

Jacqueline M. White

Manager Signature