

Stover Thompson Properties, LLC
211 N Broadway, Suite 101A, Poplar Bluff MO 63901
Box 1137 Van Buren MO 63965
(573) 872-0618

Office Space Rental Contract

THIS RENTAL AGREEMENT made and entered into on the later of the dates on which the contract is signed by both parties, by and between **Stover Thompson Properties LLC** (hereinafter referred to as Landlord), whose address is **Box 1137, Van Buren, MO 63965** and **[TENANTS NAME]** for its **[BUSINESS NAME]**, (hereinafter referred to as "Tenant"), whose address is **[ADDRESS]**. The terms "Landlord" and "Tenant" shall include, whenever the context admits or requires singular or plural, the heirs, legal representatives, successors, and assigns of the respective parties;

WITNESSETH:

FOR AND IN CONSIDERATION of the rental, covenants, and conditions hereinafter stipulated to be paid and performed by Tenant, Landlord does hereby demise and let unto Tenant and Tenant does hereby accept and let from Landlord, the following described property situated in the City of **Poplar Bluff**, County of **Butler**, **Missouri**, described as follows, to-wit:

SECTION 1: The primary term of this Rental shall commence on _____ and end one year from the commencement date.

SECTION 2: The Tenant agrees to pay \$ _____ per month to the Landlord for the demised premises, pursuant to the following described terms and conditions. Payment will be made monthly with the payment due by the 5th day of the month. A late charge of \$ _____ there after will be assessed .

SECTION 3: Tenant shall have, hold and use the demised premises for the purposes of conducting the business activities of ;

during the business hours of _____ and _____ .

SECTION 4: Tenant will, at all times, attempt to act in a prudent manner to **conserve the amount of utilities consumed**. Utilities are calculated for regular office hours, 8:00 am to 6:00 pm, additional charges may/will result in after hours usage. Landlord shall furnish and pay for, as and when due, all utilities consumed unless otherwise agreed to in a later section of this Rental or on the following lines:

SECTION 5: Tenant will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Landlord shall furnish the following janitorial services: Common Areas and bathrooms only.

SECTION 6: Any notice required to be given by either party to the other party under the terms of this Rental shall be served upon such party by United States Certified Mail as follows:

To Landlord: **Stover Thompson Properties**
Box 1137
Van Buren MO 63965

To Tenant: _____
[TENANTS NAME]
[TENANTS BUSINESS NAME]
[TENANTS BUSINESS ADDRESS]
[TENANTS MAILING ADDRESS]

SECTION 7. Tenant shall not, without the previous consent in writing of the Landlord, assign this Rental or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Landlord shall not be unreasonably withheld. In event Landlord consents to any such assignment or subletting, Tenant shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Rental during the primary or any extended term hereof.

SECTION 8. At the expiration of the tenancy hereby created and any extended term thereof, Tenant shall surrender the Rental premises in the same condition as the Rental premises were in upon delivery of possession thereto under this Rental, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Rental.

SECTION 9. The Landlord covenants to keep and maintain, at Landlord's expense, said demised premises and facilities in a state of tenable repair during the term of the Rental; provided, however, that Landlord shall not be called upon to make any such repairs occasioned by the acts of negligence of the Tenant, its agents, patrons, or employees, except where covered under Landlord's fire and extended coverage insurance.

SECTION 10. Should the demised office building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Rental for any extended term or period hereof. Tenant shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

SECTION 11.

a. Failure on the part of the Tenant to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Tenant promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Tenant to be kept and performed, shall, at the option of the Landlord, cause a forfeiture of this Rental.

b. Nothing contained in the foregoing shall be construed to waive either party's right to cancel this Rental in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

c. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Landlord shall give to Tenant a Notice in writing thirty (30) days prior thereto in the manner provided by Section 6 hereof, during which time Tenant may purge itself on the grounds of forfeiture by paying such rent.

d. As to default by Tenant in performing covenants other than for payment of rent prior to a declaration of forfeiture, Landlord shall give to Tenant a notice in writing 30 days prior thereto in the manner provided for by Section 6 during which time Tenant may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within such 30 days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 12. Landlord shall pay, during the term of this Rental and any extended term hereof, all State, County and City taxes and special assessments assessed against the property here demised, unless otherwise agreed to in a later section of this Rental, excluding any such taxes as may be assessed against Tenant's fixtures and equipment used in said demised premises.

SECTION 13. Landlord covenants that the Tenant, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises and all rights, easement, and privileges belonging or otherwise pertaining thereto, during the full term of this Rental, and any extension thereof.

SECTION 14. Landlord **[WILL/WILL NOT]** provide parking area sufficient for the operation of Tenant's business on the Rental premises, **[WITH/WITHOUT]** additional cost to Tenant. Landlord will maintain such parking lot throughout the term of this Rental and any extension thereof in a serviceable condition. Landlord agrees to keep all parking areas provided to Tenant clean and free of trash and debris.

SECTION 15. Landlord hereby grants to Tenant the right and option to extend this Rental for a further term of up to 12 months commencing at the expiration of the original term, provided, however, that written notice of the exercise of such option shall be given by Tenant to Landlord at least 60 days before the expiration of the term of this Rental. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 16. Landlord shall pay all utility, janitorial services, and/or costs associated with owning the demised premises during the first year of the original term of this Rental as set out in Sections 4, 5, and 14 of this Rental. However, if the total expense for utility, janitorial services, and/or costs associated with owning the demised premises should increase over the total expenses incurred in the first year of the original term, then the Landlord shall have the right to increase the amount of the monthly rental payments as provided in section 17 below. Prior to the payment of such additional sums,

Landlord shall provide Tenant with copies of all utility, janitorial service charge statements, or other documentation showing an increase in the amount of money directly spent which is directly related to owning the demise premises. Landlord shall also provide all supporting calculations as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, Tenant shall pay to Landlord such additional sums within sixty (60) days.

SECTION 17. Landlord agrees that the total additional sums due by the Tenant as payment for any increase, as provided by Sections 16 of this Rental agreement, shall not exceed \$ 4.56 per square feet of Rental area in any one year (\$0.38 cents per square feet monthly).

SECTION 18. Applicable Law - This contract shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict and choice of laws provisions, and any litigation with respect thereto shall be brought in the courts of this state.

SECTION 19. Entire Agreement - The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

SECTION 20. All signage related to the tenants business will be maintained by the tenant. No sign will be permitted without the consent of the landlord and that is not specifically indicated on the lines here under;

IN WITNESS WHEREOF, this Rental Agreement has been duly executed in duplicate originals on the day and date herein above set forth.

LANDLORD (Individual or Corporation)

BY:

TENANT

BY:

Date: _____

STATE OF MISSOURI
COUNTY OF BUTLER

