

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
UNIVERSITY OF MISSOURI - RESIDENTIAL PROPERTY MANAGEMENT – KANSAS CITY
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF THE UNIVERSITY OF MISSOURI-KANSAS CITY

DATED MARCH 8, 2019

RFP #18-6007-JS-K

DUE DATE: APRIL 4, 2019

TIME: 2:00 PM CENTRAL TIME

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

James E. Shatto

Strategic Sourcing Specialist

University of Missouri System Supply Chain

1011 E. 51st Street, GSB Room 015

Kansas City, MO 64110

Dated: March 8, 2019

RFP #18-6007-JS-K

UNIVERSITY OF MISSOURI - RESIDENTIAL PROPERTY MANAGEMENT – KANSAS CITY

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The Tentative Schedule for this RFP is:

- **Release of RFP:** March 8, 2019
- **RFP response due to UMKC:** April 4, 2019
- **RFP Panel Review Responses:** April 8, 2019 – April 22, 2019 (2 weeks)
- **Live Presentations:** May 6 – 10, 2019 (Held at UMKC)
- **Contracting Process:** May 13 – 27, 2019
- **Notification of Award to the selected consultant:** May 31, 2019

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **UNIVERSITY OF MISSOURI - RESIDENTIAL PROPERTY MANAGEMENT – KANSAS CITY, RFP #18-6007-JS-K** which will be received by the undersigned at UM Supply Chain, until **April 4, 2019 at 2:00 PM central Time**. **The University assumes no responsibility for any Supplier's on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send or email them to:

James E. Shatto
University of Missouri System Supply Chain
1011 E. 51st Street, GSB Room 015
Kansas City, Missouri 64110
Email: shattoj@umkc.edu

All questions regarding the RFP must be received by email no later than 2:00 PM Central Time on March 21, 2019.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
James E, Shatto
Strategic Sourcing Specialist
University of Missouri System Supply Chain
1011 E. 51st Street, GSB Room 015
Kansas City, MO 64110

**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the SUPPLIER shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The SUPPLIER shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the SUPPLIER and all subSUPPLIERS shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The SUPPLIER shall comply with federal laws, rules and regulations applicable to subSUPPLIERS of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required

by the United States Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports Supplier diversity because it is essential to the University's mission and core values. Diverse Suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse Suppliers should be certified from a recognized certifying agency. A list of certifying agencies can be found at: <https://www.umsystem.edu/ums/fa/procurement/sdsbd/what-is-Supplier-diversity>. The definition of what counts as a diverse Supplier for the University of Missouri System are:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary Suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse Supplier. Depending upon the contract, primary Suppliers may be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned Suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the Supplier. An example is as follows:
 - 1) Supplier's Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$ 4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)

- 4) Total MBE Dollars \$: \$ 150,000
- 5) Total WBE Dollars \$: \$ 150,000
- 6) Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
- 7) Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
- 8) Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
- 9) University % Attributable Revenue: 3% (#8 divided by #2)

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what Suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/SUPPLIERS will be responsible for reporting Tier 2 diverse Supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the SUPPLIER/Supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the SUPPLIER/Supplier's payments to participating diverse Suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the SUPPLIER/Supplier from participating in future contracts.

8. **Applicable Laws and Regulations:** The University serves from time to time as a SUPPLIER for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subSUPPLIERS of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

- 10. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the SUPPLIER agrees to maintain, and will further assure such compliance by its employees or subSUPPLIERS, the confidential nature of all information which may come to SUPPLIER with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with Suppliers. The SUPPLIER represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. SUPPLIER agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

- 11. Inventions, Patents, and Copyrights:** The SUPPLIER shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The SUPPLIER shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the SUPPLIER's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the SUPPLIER shall execute such documents as the University may require for the perfection thereof.

- 12. Insurance:** The SUPPLIER shall purchase and maintain such insurance as will protect the SUPPLIER and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the SUPPLIER shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the SUPPLIER shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.
14. **Supplier Gifts:** The Supplier shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Request for Proposal's risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #18-6007-JS-K for University of Missouri – Residential Property Management – Kansas City, mailed and/or delivered to UM System Supply Chain, 1011 E. 51st Street, GSB Room 015, Kansas City, MO 64110, ATTN: James E. Shatto.**

Respondents shall also provide an electronic version of their proposal response and the pricing information via non-password-protected Flash Drive included inside the sealed proposal.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at SUPPLIER's expense, all items that are furnished which are not acceptable as equals to items specified and SUPPLIER agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the

RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the SUPPLIER violates any provisions of the contract, the University may serve written notice upon SUPPLIER and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the SUPPLIER; but the liability of SUPPLIER and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the SUPPLIER thirty (30) days prior to the effective date of such cancellation.

8. **Warranty and Acceptance:** The SUPPLIER expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the SUPPLIER upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages Suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The SUPPLIER shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The SUPPLIER agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. **Debarment and Suspension Certification:** The SUPPLIER certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The SUPPLIER shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the SUPPLIER by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
RFP #18-6007-JS-K

1. INTRODUCTION

The Curators of the University of Missouri (referred to as University), a public organization, propose to contract on behalf of the University of Missouri-Kansas City (referred to as “University”) with an organization (referred to as “Supplier”) for the Furnishing and Delivery of Residential Property Management; as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 1011 East 51st Street, General Services Bldg, Room 015, Kansas City,, Missouri 64110, Attn: James E. Shatto, with a notation on the sealed envelope showing the contents to be a proposal for Furnishing and Delivery of Residential Property Management RFP#: 18-6007-JS-K and received no later than, April 4th, 2019 at 2:00 p.m. Central Time. Respondents shall also provide an electronic version of their proposal response and the pricing information on a CD or Flash Drive not password protected) included inside the sealed proposal.

Finalist presentations will be held on May 6-10, 2019 in person at the University of Missouri – Kansas City Campus. The University of Missouri assumes no responsibility for Supplier costs associated with finalist presentations.

2. OBJECTIVE

The University’s goal in contracting for these services is to provide quality property management services at a competitive cost. It is desired to have a professional Property Management Firm daily manage the leasing, maintenance and repair and interaction with tenants for all residential properties.

3. SCOPE OF CONTRACT

The Curators of the University of Missouri (University) proposes to enter into contract for Residential Property Management with a Property Management Firm (Supplier) for the University of Missouri-Kansas City (University) and the UMKC Trustees (Trustees). The University and Trustees currently have approximately 133 properties with 159 unit’s total, with 86 units owned by the University and 73 units owned by the Trustees. The properties

are located between 52nd Street on the north to 55th Street on the south and Holmes Avenue on the west to Troost Avenue on the east. Included in Appendix A is a “rent roll” listing all the residential properties along with their estimated lease rates.

The proposed Residential Property Management contract will be for all the residential properties included in Appendix A. The University reserves the right to modify the number of properties managed by the Supplier. All communication between the Supplier will be through a University representative for all properties.

The University’s Real Estate office (referred to as the “UMKC Homes Leasing Office) is currently located on campus and within the neighborhood where the properties are located at 5326 Rockhill Road and coordinates all property management for the listed residential properties. As a part of the University tenant and community relations efforts, it is important that this physical presence remain in the neighborhood and that this office be staffed during regular business hours.

Most residential leases are currently 12 months renewable annually, although some 15 month leases are used at times to assist with occupancy. Attached as Appendix B are copies of the existing lease templates for residential properties and for Greek Life Housing. The same lease templates are used for University and Trustee properties. Properties are leased to faculty, staff, students, university related entities (fraternities, sororities, etc.) and the general public.

Lawn service is to be subcontracted by the Supplier as well as tree trimming/care services. Snow removal is to be subcontracted by the Supplier for apartment buildings and duplexes and includes drives and sidewalks. Single attached homes are required to provide their own snow removal. Maintenance and repairs are to be provided by the Supplier’s onsite professionals or subSUPPLIERS.

The University is interested in a professional property management Supplier to manage all the residential property indicated in Appendix A. The Supplier will provide leasing services, maintain the property and provide monthly financial reports to the University. Some properties are currently under a Master Lease Agreement with the UMKC Residential Life department and these master leases may continue during the course of this engagement. Other than leasing activities, all other Residential Property Management services are the same for these Master Lease properties. The financial reporting will require custom reports relative to other University and Trustee financial reports and separate records and reporting will be required for the University and Trustee properties. The Supplier will have the ability to proceed with repairs with their on-site personnel or subSUPPLIERS up to an

agreed amount of \$5,000, but repairs in excess of \$5,000 will require three separate bids. All work in excess of \$5,000 and/or not reflected in the Capital Budget Plan will require University approval. Any repairs done on University properties that exceed \$25,000 would require Prevailing Wages to be paid. The Prevailing Wage requirement is not applicable to UMKC Trustee properties.

It is the objective of the University to appropriately maintain the properties while having competitive rental rates. The University may designate a particular University related entity be leased a property below market rate but those leases are limited.

The intent of the specifications is to provide Suppliers a general outline of the types of work that needs to be provided and solicit proposals from Suppliers interested in being considered for the project. The University has purposefully chosen to solicit proposals in this manner in order to invite participation from the maximum possible number of Suppliers and to allow maximum flexibility to consider the creative ideas and solutions proposed by interested Suppliers.

1. The property management services shall include, but not be limited to, the following:
 - A. Physical and fiscal management, including annual budget preparation for both University and Trustee properties Annual budget is due third quarter of each year. Capture and track revenues and expenses for each property.
 - B. Apartment and house leasing.
 - C. Lease execution and enforcement of lease.
 - D. Collection of rents, security deposits, late fees, etc.
 - E. Full maintenance and repair responsibilities, reflecting the following Service Level Agreement in place with many leases:
 - Type I Repair – Vital. Response time 2 hours, repair within 24 hours. Work includes items such as broken plumbing that affects the use of the facilities, roof leak, and furnace not working, main electrical not working, etc.
 - Type II Repair – Urgent. Response time 24 hours, repair within 3 days. Work includes items such as appliances not working, leaking plumbing, cracked glass, rodent problems, etc.
 - Type III Repair – Routine. Response time within 48 hours, repair within 30 days. Work includes items such as broken screens, insect problems, etc.
 - Type IV Repair – Deferred. Response time within 30 days, repairs as budgeted. Work includes soffits, gutters, steps, walks, drives, exterior painting, etc.

- F. Full financial accounting responsibilities to include monthly financial reports, including custom University and Trustee reports. Monthly financials are due by the 10th day of each month.
- G. Purchasing of all required supplies and services.
- H. Capital planning and repairs, as approved by the University.
- I. Sensitivity to neighborhood and public concerns with respect to tenant issues and property and grounds upkeep.
- J. Preparation of a five-year capital plan which will be updated, based upon property inspections, on an annual basis prior to the annual budget cycle.
- K. Utilize a web-based, interactive maintenance reporting and record system that will:
 - Enable requesters to submit work requests and check the status of requests online
 - Automatically notify requesters via email as work is assigned and completed
 - Allow technicians to receive and complete work online
 - Enable technicians to record notes, set reminders and email supervisors from a work order
 - Track all email related to each work order, including system generated notifications
 - Feature quick search and detailed, advanced search capabilities
 - Allow files to be attached to work orders for quick reference

2. Property Management Criteria

The Supplier shall manage the properties in compliance with the University operating parameters which include:

- A. Maintaining diversity in the neighborhood for tenants (not segregating areas of the neighborhood for students, or faculty, etc.) to the extent possible while renting to potential tenants in compliance with the Fair Housing Act.
- B. Maintaining the property consistent with the City of Kansas City (KCMO) property maintenance codes as a guideline. It is noted, however, that the University of Missouri is its own code authority and KCMO zoning and building codes are not applicable for University property.
- C. Working with University staff to provide orientation programs for new residents regarding residential neighborhood living.
- D. Attending scheduled evening neighborhood meetings (as often as monthly) and updating neighborhood representatives on issues pertaining to the rental properties.
- E. Attending periodic meetings with University staff.
- F. Providing quarterly financial, performance and service level maintenance reports for neighborhood meetings according to the established guidelines.
- G. Participating in Fire Safety walk-throughs twice a year with University Fire Marshal for specified Greek Life Housing units.

- H. Attend Trustee Real Estate Committee Meetings (on approximately a quarterly basis) and provide specified reports two weeks prior to scheduled meetings.

4. FINANCIAL DISCLOSURE

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and University of Missouri and its faculty and staff.

5. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

6. CONTRACT PERIOD

The contract will have an initial term of two (2) years commencing upon July 1, 2019 through June 30, 2021 with three (3) additional one-year (1) renewal periods unless cancelled by the University of Missouri-Kansas City. Contract can be canceled in writing by giving at least 60 days- notice. All original terms and conditions shall apply for the renewal periods.

Contract renewal shall be contingent, at a minimum, on satisfactory performance by the Supplier as determined by the University, and subject to the availability of funds. If the University desires to renew the contract, it will provide notice to the Supplier no later than sixty (60) days prior to the contract expiration date. The University also reserves the right to negotiate more favorable terms for the renewal period.

Should a different Supplier be awarded a subsequent contract (from a future solicitation), any necessary transitional period outside of the contract period shall fall under the same terms and conditions as the most-recent contract. The University reserves the right to cancel the contract at any time for convenience. Suppliers shall be prohibited from requiring employees to execute "non-compete" type contracts that would prevent Supplier employees from working with subsequent Suppliers on the University residential real estate management contract.

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

7. SURETY BOND

The successful Supplier shall enter into a written contract with the University and shall provide a Surety Bond in the amount of \$300,000.

8. RESPONDENTS PROPOSAL

Respondents are required to fully respond with compliance statements to each of the limiting criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

Questions/Contact Information

- Prior to Submission of Proposal: Supplier questions prior to submission of the proposal should be directed in writing to James E. Shatto, Strategic Sourcing Specialist. Questions are to be sent by e-mail at shattoj@umkc.edu . The University will make every effort to respond to Supplier questions in a timely fashion. Questions will be accepted and responses will be e-mailed to all participating Suppliers. The deadline for questions is March 21, 2019 at 2:00 PM Central Time.
- Following Proposal Submission: Questions following proposal submission can be directed verbally to James E. Shatto at (816) 235-1397.

9. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject Supplier’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

Volume I – Functional Section is to be submitted with Seven (8) total copies, One (1) original paper, Six (6) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Response to Information for Respondents and General Conditions, Mandatory Specifications and Supplier responses, and Desirable Specifications and Supplier responses. If there is any Supplier related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information and Supplier Diversity Participation Form.**

Volume II – Financial Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy via flash drive not password protected) and contain:

*Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response.

Responses to this document must address issues in the order provided. **Please limit your proposal responses to no more than Fifty (50) one-sided pages or Twenty-Five (25) double-sided pages in response to the criteria.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a SUPPLIER will be deemed public records and presumed to be open. If the SUPPLIER submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this SUPPLIER as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

10. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

A. RFP Evaluation

1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: If all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal(s) offers a higher qualitative merit if the difference in price is commensurate with added value. Conversely, the University may select for negotiations with a respondent whose proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.
2. An evaluation team will evaluate the proposals utilizing the following process:
 - (a) Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
 - (b) The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:
 - (i) Validate or clarify the proposed pricing; and
 - (ii) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - (iii) Clarify relevant firm experience information.
 - (c) The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University,

at its sole discretion, may waive minor informalities and minor irregularities in proposals received.

3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
 - (a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
 - (b) Verifying and identifying strengths and weaknesses which could affect work performance;
 - (c) Verifying the validity of the respondent's proposed pricing; and
 - (d) Assessing the proposed personnel and the respondent's capabilities for performing the work.
4. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
5. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

B. Supplier Selection

1. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
2. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

C. Specific evaluation questions are found on attachments to this RFP. The criteria and factors for use to evaluate the proposal are listed below in no particular order.

- Limiting Criteria Questions
- Evaluation Criteria Questions
- Cost

11. SUPPLIER'S LIABILITY AND INSURANCE REQUIREMENTS –

SUPPLIER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by SUPPLIER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SUPPLIER under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability SUPPLIER agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

SUPPLIER may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. SUPPLIER agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability SUPPLIER agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SUPPLIER does not own automobiles, SUPPLIER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability SUPPLIER agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the SUPPLIER and the University. SUPPLIER/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The SUPPLIER agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the SUPPLIER's operations. The SUPPLIER agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the SUPPLIER or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subSUPPLIERS, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subSUPPLIERS in the performance of this contract.

12. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different

payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University reserves the right to withhold payment for services if/when the SUPPLIER's products/services fail to meet functional, performance or availability expectations as documented and agreed to in the contract.

The University encourages Suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

13. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

NOTE: RESPONDENTS ARE REQUIRED TO PROVIDE FULL COMPLIANCE STATEMENTS/DESCRIPTIONS TO THE DETAILED SPECIFICATIONS

Mandatory Criteria:

1. It is mandatory that respondent have a minimum of five (5) years continuous active participation in the applicable industry, as a distinct company, providing services comparable in size and complexity of the University of Missouri.

Confirm Compliance: Yes _____ or No _____

2. Must have a local office manned during normal business hours.
Confirm Compliance: Yes _____ or No _____
3. Must currently operate and provide an off-hour emergency call program.
Confirm Compliance: Yes _____ or No _____
4. Must have their own or contracted local maintenance/service staff that function apart from on-site management staff.
Confirm Compliance: Yes _____ or No _____
5. Must carry specified levels of insurance.
Confirm Compliance: Yes _____ or No _____
6. Must currently have and can demonstrate they have full accounting, rent collection and bill payment capabilities and can provide monthly status reports on each property and monthly overall financial reports indicating status of program on a year-to-date basis.
Confirm Compliance: Yes _____ or No _____

14. DESIRABLE CRITERIA

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

1. Describe your firms' experience in residential property management.
2. Describe your firm's staff and experienced of assigned staff to the residential property management project.
3. Describe your firm's account and maintenance reporting structure, provide examples.
4. Describe and provide samples of information requested addressing monthly annual financial reports, maintenance reports.

5. Describe your firm's understanding of the university's residential property management requirements, in accordance with the methodology and innovations requirements.
6. Describe your firm's off hour emergencies and communication program.
7. Describe your how your firm will handle off-hour emergencies and communications with tenants.
8. Describe your firm's ability to provide market analysis, creative and proactive leasing plans and rent adjustment plans, particularly with respect to underperforming properties in the current market.
9. Describe your firm's ability to provide ideas on how to more cost effectively manage the properties.
10. Provide references including contact information from three recent, (2013-2018), clients. Reference contact information must include: Contact Name, Facility Name and Address, Phone Number and email.
11. Describe your firm's understanding of the University's residential property management requirements. Your firm's response must include "service level" commitment. This commitment must indicate the service levels to be provided including response times to tenant calls (day and off-hour), tenant and the University feedback times, etc. as reflected by the current service level agreement contained in many leases:

Type I Repair – Vital. Response time 2 hours, repair within 24 hours. Work includes items such as broken plumbing that affects the use of the facilities, roof leak, and furnace not working, main electrical not working, etc.

Type II Repair – Urgent. Response time 24 hours, repair within 3 days. Work includes items such as appliances not working, leaking plumbing, cracked glass, rodent problems, etc.

Type III Repair – Routine. Response time within 48 hours, repair within 30 days. Work includes items such as broken screens, insect problems, etc.

Type IV Repair – Deferred. Response time within 30 days, repairs as budgeted. Work includes soffits, gutters, steps, walks, drives, exterior painting, etc.

12. Describe any other services/and or reasons why your firm should be the University's choice for a contract.

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
UNIVERSITY OF MISSOURI - RESIDENTIAL PROPERTY MANAGEMENT – KANSAS CITY
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF THE UNIVERSITY OF MISSOURI-KANSAS CITY
DATED MARCH 7, 2019
RFP #18-6007-JS-K
DUE DATE: APRIL 4, 2019
TIME: 2:00 PM CENTRAL TIME

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

Pricing shall be submitted in one of two formats, with UMKC being open to one of the two or both formats:

- The first would be as a lump sum fee based upon the current specified units, with an add/deduct for each unit above or below the specified unit.
- The second would be a percentage management fee based upon a percentage multiplier of the specified rental income.

Pricing must also include any and all additional management fees that would be assessed in addition to those indicated above, such as new leases, technology fees, etc. No adders will be entertained after-the-fact.

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ____yes ____no			
Maintain a regular place of business in the State of Missouri? ____yes ____no			

This signature sheet must be returned with your proposal.

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

The University of Missouri System is committed to and supports Supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary Suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse Supplier. Depending upon the contract, primary Suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded Suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned Suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the Supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? _____

3. Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding Supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): ☐ Yes ☐ No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): ☐ Yes ☐ No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh ☐ (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. ☐ (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. ☐ (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. ☐ (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. ☐ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

MISSOURI FIRM: ☐ Yes ☐ No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer	<input type="checkbox"/> (M)
Distributor/Wholesaler	<input type="checkbox"/> (D)
Manufacturer's Representative	<input type="checkbox"/> (F)
Service	<input type="checkbox"/> (S)
Retail	<input type="checkbox"/> (R)
SUPPLIER	<input type="checkbox"/> (C)
Other	<input type="checkbox"/> (O)

SOLE PROPRIETORSHIP: ☐ Yes ☐ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____

Trustee Homes by Units

Addresses	Monthly rent
707 E 54th Terr	\$1,250.00
709 E 54th Street	\$1,275.00
709 E 54th Terr	\$1,350.00
710 E 55th Street	\$1,375.00
714 E 55th Street	\$1,375.00
714 E 54th Terr	\$1,275.00
715 E 54th Street	\$1,275.00
5305 Charlotte 1F	\$1,275.00
5305 Charlotte 2F	\$1,275.00
5446 Charlotte 1F	\$1,275.00
5446 Charlotte 2F	\$1,275.00
5409 Charlotte	\$1,200.00
5411 Charlotte	\$1,250.00
5414 Charlotte	\$1,300.00
5429 Charlotte	\$1,475.00
5436 Charlotte	\$1,525.00
5437 Charlotte	\$1,525.00
5439 Charlotte	\$1,250.00
5400 Harrison 1F	\$1,100.00
5400 Harrison 2F	\$1,100.00
5405 Harrison 1F	\$1,275.00
5407 Harrison 2F	\$1,275.00
5409 Harrison 2F	\$1,275.00
5411 Harrison 1F	\$1,275.00
5424 Harrison 1F	\$1,275.00
5426 Harrison 2F	\$1,275.00
5430 Harrison 2F	\$1,150.00
5432 Harrison 1F	\$1,275.00
5436 Harrison 1F	\$1,100.00
5436 Harrison 2F	\$1,400.00
5442 Harrison 1F	\$1,150.00
5442 Harrison 2F	\$1,150.00
5446 Harrison 1F	\$1,275.00
5446 Harrison 2F	\$1,275.00
5408 Harrison	\$1,175.00
5410 Harrison	\$1,275.00
5412 Harrison	\$1,450.00
5425 Harrison	\$1,275.00
5428 Harrison	\$1,250.00
5429 Harrison	\$1,225.00
5431 Harrison	\$1,200.00
5435 Harrison	\$1,375.00
5441 Harrison	\$1,600.00
5419 Holmes	\$1,300.00
5425 Holmes	\$1,100.00
5431 Holmes	\$1,100.00
5435 Holmes	\$1,350.00
5437 Holmes	\$1,400.00
5310 Rockhill Rd 1N	\$1,450.00
5310 Rockhill Rd 2N	\$1,450.00

5310 Rockhill Rd 3N	\$1,450.00
5312 Rockhill Rd 1S	\$1,450.00
5312 Rockhill Rd 2S	\$1,450.00
5312 Rockhill Rd 3S	\$1,450.00
5314 Rockhill Rd 1N	\$1,450.00
5314 Rockhill Rd 2N	\$1,450.00
5314 Rockhill Rd 3N	\$1,450.00
5316 Rockhill Rd 1S	\$1,450.00
5316 Rockhill Rd 2S	\$1,450.00
5316 Rockhill Rd 3S	\$1,450.00
5400 Rockhill Rd	\$2,350.00
5401 Rockhill Rd	\$1,600.00
5408 Rockhill Rd	\$1,700.00
5409 Rockhill Rd	\$1,625.00
5411 Rockhill Rd	\$1,650.00
5418 Rockhill Rd	\$1,400.00
5420 Rockhill Rd	\$1,600.00
5429 Rockhill Rd	\$1,450.00
5433 Rockhill Rd	\$1,450.00
5434 Rockhill Rd	\$2,211.90
5435 Rockhill Rd	\$1,825.00
5440 Rockhill Rd	\$2,212.00
5441 Rockhill Rd	\$1,975.00

Curator Homes by Units

Addresses	Monthly rent
705 E 54th Street	\$1,175.00
706 E 54th Terr	\$1,275.00
725 E 54TH Street	\$1,250.00
5300 Charlotte #1F	\$1,250.00
5300 Charlotte #2F	\$1,250.00
5300 Charlotte Grd Fl	\$800.00
5303 Charlotte #1F	\$1,250.00
5303 Charlotte #2F	\$1,320.00
5310 Charlotte	\$1,525.00
5313 Charlotte	\$1,600.00
5314 Charlotte	\$1,250.00
5315 Charlotte	\$1,350.00
5317 Charlotte	\$1,600.00
5319 Charlotte	\$1,400.00
5320 Charlotte	\$1,525.00
5326 Charlotte	\$1,125.00
5328 Charlotte	\$1,375.00
5329 Charlotte	\$1,225.00
5332 Charlotte	\$1,250.00
5340 Charlotte	\$1,775.00
5341 Charlotte	\$1,225.00
5344 Charlotte	\$1,325.00
5345 Charlotte	\$1,540.00
5346 Charlotte	\$1,165.00
5347 Charlotte	\$1,600.00
5424 Charlotte	\$1,249.00
5425 Charlotte	\$1,350.00

5426 Charlotte	\$1,249.00
5428 Charlotte	\$1,249.00
5430 Charlotte	\$1,249.00
5432 Charlotte	\$1,249.00
5300 Harrison	\$1,675.00
5304 Harrison	\$1,350.00
5306 Harrison	\$1,150.00
5307 Harrison	\$1,350.00
5311 Harrison	\$1,350.00
5312 Harrison	\$1,375.00
5316 Harrison	\$1,150.00
5317 Harrison	\$1,150.00
5318 Harrison	\$1,375.00
5321 Harrison	\$1,105.00
5322 Harrison	\$1,300.00
5323 Harrison	\$1,250.00
5324 Harrison	\$1,180.00
5327 Harrison	\$1,925.00
5328 Harrison	\$1,250.00
5329 Harrison	\$1,375.00
5330 Harrison	\$1,250.00
5333 Harrison	\$1,425.00
5334 Harrison	\$1,350.00
5335 Harrison	\$1,250.00
5336 Harrison	\$1,250.00
5339 Harrison	\$1,200.00
5341 Harrison	\$1,250.00
5342 Harrison	\$1,350.00
5345 Harrison	\$1,250.00
5346 Harrison	\$1,275.00
5347 Harrison	\$1,575.00
5329 Holmes #1F	\$1,220.00
5329 Holmes #2F	\$1,220.00
5335 Holmes #1F	\$1,100.00
5335 Holmes #2F	\$1,100.00
5341 Holmes #1F	\$1,250.00
5341 Holmes #2F	\$1,125.00
5343 Holmes	\$1,800.00
5347 Holmes	\$1,400.00
5318 Rockhill Rd #1F	\$1,462.00
5320 Rockhill Rd #2F	\$1,462.00
5225 Rockhill Rd	\$4,770.00
5229 Rockhill Rd	\$4,544.00
5235 Rockhill Rd	\$11,935.00
5239 Rockhill Rd	\$4,545.00
5306 Rockhill Rd	\$1,525.00
5307 Rockhill Rd	\$1,650.00
5311 Rockhill Rd	\$2,550.00
5315 Rockhill Rd	\$1,675.00
5322 Rockhill Rd	\$1,300.00
5325 Rockhill Rd	\$1,725.00

	UMKC Homes
5326 Rockhill Rd	Leasing Office
5328 Rockhill Rd	\$1,350.00
5329 Rockhill Rd	\$1,225.00
5330 Rockhill Rd	\$1,965.00
5335 Rockhill Rd	\$1,425.00
5336 Rockhill Rd	\$1,375.00
5340 Rockhill Rd	\$2,041.21
5347 Rockhill Rd	\$1,600.00

UNIVERSITY OF MISSOURI-KANSAS CITY RESIDENTIAL LEASE COVER SHEET

1. BASIC PROVISIONS AND DEFINITIONS

A.	Property/Number	UMKC Homes (Property Name)	816-235-1130 (Number)
B.	Lease Date		
C.	University	The Curators of the University of Missouri	
D.	Management Company	Curators of the University of Missouri (the "Manager")	
E.	Permitted Occupants		
F.	Co-Signer(s) (if required)		
G.	Address of Rental Unit	Address Kansas City Mo, 64110	#
H.	Commencement Date	B Month, 2017	(the "Commencement Date")
I.	Expiration Date	E Month, 2018	(the "Expiration Date")
J.	Rent	\$ Rent	(the "Rent")
	Pet Rent	\$	
	Month-to-Month Fee	\$	
	Short-Term Lease Fee	\$	
	Laundry Equip. Rent	\$	
K.	Prorated Rent	\$	(the "Prorated Rent") (From Commencement Date through the end of the first month, if applicable under Section 3)
L.	Security Deposit	\$ Deposit	(the "Security Deposit")
	Date Paid		
	Pet Deposit	\$	
	Date Paid		
		\$ Refundable	\$ Non-Refundable
	Key Deposit	\$	
	Date Paid		
M.	Application Fee (Non-refundable)	\$35.00 per person	(the "Application Fee")
	Date Paid		
N.	Utilities	To be paid by (check one)	
	1. Electricity	<input type="checkbox"/> University of Missouri	<input checked="" type="checkbox"/> Resident +
	2. Natural Gas / L.P. Svc	<input type="checkbox"/> University of Missouri	<input checked="" type="checkbox"/> Resident +
	3. Telephone Service	<input type="checkbox"/> University of Missouri	<input type="checkbox"/> Resident +
	4. Water	<input type="checkbox"/> University of Missouri	<input checked="" type="checkbox"/> Resident

Signature	Signature	Date
Signature	Signature	Date
Signature	Signature	Date
Signature	Signature	Date

UNIVERSITY OF MISSOURI-KANSAS CITY LEASE

This agreement made this 1st day of B Month, 2018 between The Curators of the University of Missouri, through its agent, [REDACTED] hereinafter referred to as University and Residents Name hereinafter referred to as Resident, WITNESSETH:

1. Subject to the notice of termination provision contained in paragraph 2 hereof, the University hereby rents to Resident and Resident rents from University, the premises known as Address Unit address, **Kansas City, MO 64110** for the term commencing on the 1st day of B Month, 2018, and ending on the last day E Month, 2019 and University reserves and Resident covenants and agrees to pay University as rent for the said term the sum of \$ rent month on the first day of each month, including last month, during the full term. Resident is taking possession of the premises on the 1st day of B Month, 2018 Resident shall pay on the execution of this agreement the sum of \$ prorated as rent from the date of possession to the last day of B Month, 2018. On the first day of N Month, 2018, Resident shall pay \$ Rent as rent from the 1st to the last day of N Month, 2018. Thereinafter, rent in the amount of \$ Rent shall be due on the first day of each month.

2. University may terminate this agreement on the last day of any month by giving THIRTY (30) days prior notice in writing. Resident may terminate this agreement on the last day of any month by giving SIXTY (60) days prior notice upon the following conditions: (1) Military induction or transfer, with copy of orders furnished to University, (2) The death of any Resident named above, (3) The total permanent disability of any Resident named above, or (4) with the notice above required and in addition to the payment of rent and all other amounts, if any, due under this lease, a cancellation fee equal to 2 (TWO) month's market rent, and reimbursement of concession given. Prior to the expiration of the current lease, all occupants must sign a new lease. This agreement shall be automatically renewed for successive MONTH-TO-MONTH terms unless terminated by either party in writing SIXTY (60) days before the expiration of the initial or successive terms. An occupant wants to be released from the lease must comply with the following conditions: 1. Each occupant must be in agreement in writing to release said occupant. 2. Released occupant will be responsible for 2 months of his/her portion of rent, forfeit his/her portion of deposit and reimburse University of his/her portion of any concession given.

3. The Resident agrees to deposit with the University the sum of \$ Deposit the receipt of which is acknowledged by cancelled check or receipt, as security to University for the performance of this agreement, the return of any keys and any equipment issued to Resident and for any damage to the premises, furnishings or equipment therein, except ordinary wear and use. The deposit shall be returned if, in the University's opinion, all of the Resident's obligations hereunder have been fulfilled upon termination of the Agreement. It is understood that the aforesaid deposit is not a prepayment of rent and University shall not be obligated (although it may do so at its option) to apply said deposit to any unpaid rent or portion thereof and that University is not limited in damages it may recover against Resident to the amount of the aforesaid deposit. Both parties agree that said deposit and/or prepaid rent will be separately accounted for and may be deposited in University's Operating Account and used as operating funds.

4. Resident agrees that, in the event rents are paid more than 3 days after their due date, Resident shall be liable for a late fee equal to \$50.00 plus an additional \$5.00 per day until paid commencing on the fifth day of the month, said late fee not to exceed 50% of the monthly rental stated above.

5. In the event of default in payment of rent, abandonment of the rental unit, or upon the breach of any covenant herein or the rules and regulations attached hereto, the University shall have the right to enter and take possession of the rental unit, and this contract shall not terminate, but the University will attempt to relet the rental unit for the purpose of mitigation of Resident's damages and the Resident will continue to be responsible under the contract for rent until the rental unit is rented to another Resident and said Resident occupies rental unit or until the end of the term of this contract, whichever occurs first. If University incurs any expense, including reasonable attorneys fees, court costs, or any expense of reletting and repair or refurbishing of the rental unit, by reason of default of Resident under these Rules and Regulations, the sums paid by University with all interest shall be deemed to be additional rent hereunder and shall be due from Resident to University on the first day of the month following the incurring of such expenses. Resident further agrees that, in addition to other remedies available to the University under law, University may restrict Resident's future enrollment at University and place a hold on Resident's academic records, if any, until University is paid in full for all rent and reimbursements of expenses due and owing.

6. The premises shall be used only for lawful residential purposes and shall be occupied by Resident and family. The Resident shall not sublet or assign the rented premises or this agreement without the prior written consent of University. Resident shall notify University immediately of any changes in occupants of the premises. University shall use due diligence in giving possession as nearly as possible at the beginning of the term of this agreement and rent shall abate pro rata for the period for any delay in so doing, but University will not be otherwise liable.

7. Any property of Resident remaining on the premises or in any storage space, or in or about the building of which the premises are a part, one week after the termination hereof, shall be deemed by the parties to be abandoned by Resident, and University may remove and dispose of such property without liability to Resident therefore. The Resident shall be responsible to reimburse the University for its costs if the University removes Resident's property.

8. Resident is responsible for snow removal from all walks and drives. Snow must be removed from public sidewalks and driveways within the City right-of-way within 24 hours of snowfall or the University may remove snow and resident will be responsible to reimburse to the University for the cost of snow removal plus a \$50 administrative fee.

9. In the event the dwelling is destroyed without fault of the Resident, this Agreement shall terminate and any prepaid rent shall be refunded to the Resident and the University will return the Security Deposit, assuming the Resident is not in arrears. In the case the dwelling is damaged without fault of the Resident so as to be partially untenable, the University, as its option, may terminate this Agreement and any prepaid rent shall be refunded to the Resident and the University will return the Security Deposit, assuming the Resident is no in arrears.

10. The rules and regulation attached hereto are made a part of this agreement. Resident agrees to observe and comply with these rules and regulations, and other that may later reasonably be required by University. The University may immediately terminate the lease of a tenant that violates any of said rules.

11. This document contains the entire agreement between the parties. Any changes or modifications must be in writing and signed by both parties in order to be valid or binding.

12. Multiple Residents are jointly and severally responsible for all terms of this Agreement.

13. Resident is required to carry Renter's Insurance throughout the term.

14. Resident accepts living unit as is and agrees that landlord is not liable for the development or aggravation of resident chemical sensitivities or for other environmental conditions.

15. Resident has inspected the premises and acknowledges them to be in a clean, good and habitable condition.

16. Resident agrees to indemnify, hold harmless and defend University and Managing Agent from any claims for damages of any kind whatsoever by reason of any act or omission on the part of Resident, Resident's guests, or other occupants of the building. University shall not be liable to Resident for any damage or injury, from any cause whatsoever, to any person or property on said premises. Resident agrees to indemnify and hold harmless the University and Managing Agent of said property from any and all claims arising from chemical sensibilities or environmental conditions caused by Resident or as the result of Resident's occupancy of said property.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year above written.

RESIDENT(S)/CO-SIGNER(S)

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Agent

Rules & Regulations

1. No awnings or other projections shall be attached to the outside walls of the building and no blinds, shades or screens shall be attached to or hung or used in connection with any window or door of the premises without the prior written consent of the University.

2. Supplies, goods, packages, furniture and furnishings of every kind are to be delivered, and/or removed at the service entrances or as directed by the University. University is not responsible for deliveries left for Resident in the Office or with the staff of University.

3. All garbage or refuse shall be prepared for collection in a manner required by the University and deposited in containers designated for same and not left on the ground, patio, or driveway outside of the container. Recyclables, must not be left outside of the home, University is not responsible for recycling of any items. Resident agrees to reimburse the University for any costs incurred by the University to remove waste not properly disposed of by Resident. The cost of each bag of trash is \$25.00 and each piece of furniture ranges from \$25.00 to \$150.00 depending on size and weight.

4. No laundry, wash or clothing is permitted to be dried or aired except in the places designated by University. No washing machine or other apparatus shall be used and operated in any areas other than those provided by the University. No window boxes, flower boxes or other articles are permitted on the sill of any window. No clothing, wash, laundry, rugs, carpets or other articles are permitted to be placed on or hung from any part of the building.

5. No animals of any kind shall be kept or harbored in the leased premises without prior consent of the University and the posting of the required pet deposit. Only two pets shall be permitted per residence. Pets shall not be left unattended in rental units, on patios, balconies or in the yard. Any damages done by pets must be paid by Resident at time of repair. Pets shall not be allowed to disturb other residents. **Dogs must be leashed at all times in public areas and must be exercised away from buildings and Resident shall clean up after pets.** If resident fails to clean the grounds of pet waste then University will clean the grounds at a charge of \$150.00 to that resident. If in the opinion of University any pet becomes a nuisance, Resident agrees to remove pet from premises, or upon written notice, Resident agrees to vacate and forfeit pet security deposit. Resident's guests are not permitted to bring pets into premises.

6. The Resident shall be considerate of neighbors and shall not make or permit any disturbing noises in the dwelling or around the property by himself, his family, servants, employees or visitors nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of any other Resident.

No noise shall be forthcoming from any rental unit during the hours of 11:00 p.m. and the following 7:00 a.m.

7. No radio or television or similar device shall be installed which requires a defacing, drilling or alteration in any manner, of the leased premises, without the University or its agents consent in writing. No radio or television aerial or sending or receiving device shall be erected on the roof or exterior walls of the dwelling or the building of which it forms a part, or the ground, without the written consent of the University or its agent. Citizens band or amateur radios which interfere with radio or television reception of other residents or neighbors are prohibited. Satellite dish installment must be approved by University and may not be installed without written approval.

8. No Resident shall himself or permit his family, servants, employees or visitors to cut flowers, shrubs, or pick or cut branches from trees on the grounds or planted areas of the property owned by the University. No vegetable plots or flower gardens shall be planted or cultivated on the property without written consent of the University.

9. No riding of bicycles or motorized vehicles is permitted on the walks or lawns. Bicycles may be used on the walking trail as long as caution is used for walkers. Cars and motorcycles belonging to the Resident must be parked in the parking areas provided. Parking lot entrances and cross walks must not be obstructed. Parking of cars or trucks not in running order, not licensed or not regularly used is prohibited as well as any washing, repair or servicing of vehicle. Parking of boats, trailers, recreation of commercial vehicles is also prohibited.

10. Vehicle parking is limited to private passenger vehicles and residents shall not store any recreational vehicles, boats or trailers on the premises without the prior written approval of the University. Parking any vehicle on the grass is expressly prohibited. The Resident grants the University the undisputed right to remove any vehicle from the premises which, the University's opinion, is inoperable or is blocking drives and access to the facilities or parked on grass. Resident shall reimburse the University for any costs associated with removal of vehicles from the premises. Resident further agrees the University has full immunity from damages caused by such removal.

11. Residents are responsible for all pest and rodent control.

12. Window screens shall not be removed except for cleaning and must be replaced immediately.

13. No air conditioning or ventilating equipment, laundry equipment or other similar device shall be installed without the written consent of University.

14. Residents may exhibit their names only in the place, form and manner designated by the University. No additional locks, bells, knockers, signs or other attachments shall be placed upon any door or other part of the building without written consent of the University. Posting of any notices at the mailboxes is prohibited.

15. No decorating shall be done by Resident except with the approval of University. Failure to obtain such approval shall at University's option, be cause for forfeiture of all or part of the deposit mentioned in the agreement.

_____16. Resident's telephone must be connected at terminal provided in the premises. Any other installation must be approved by University.

_____17. Resident agrees to assume all risk of damage or loss of property stored in any locker or storage area. University does not carry insurance of Resident's personal property and requires that Resident carry renters insurance for his own protection. Storage should be on racks, pallets or shelves off the floor to prevent accidental water damage. Valuable or spoilable articles should not be kept in storage areas.

_____18. Waterbeds are prohibited, without prior approval of University.

_____19. At time of surrender of premises, Resident shall return key to all locks to University plus any other materials issued to Resident upon move in. The Resident understands and agrees that the rental unit will be surrendered in the same condition as it was found, reasonable wear and tear excepted. Additionally, Resident is responsible for any damage to the rental unit that they or their families or guests cause.

_____20. Employees of University are dispatched through manager's office only. Request for service shall be directed to the manager. Employees may not render services to residents outside their normal duties without the approval of management or if it would interfere with the performance of their normal duties.

_____21. Resident grants University right to enter premises, after reasonable notice to Resident and at reasonable times, to inspect the premises and make necessary repairs or to exhibit the premises to prospective purchasers, workmen or Residents. No notice to enter shall be necessary in the event University reasonably believes an emergency situation exists involving potential loss of life or extreme property damage.

_____22. Resident agrees to pay key replacement fee the greater of \$10.00 per lost key, or the actual cost incurred by University to change the appropriate locks, and lock outs are free from 8:00 to 5:00 Monday thru Friday. A fee of \$50.00 will be charged for after hours (from 5:00 pm to 8:00 am daily), weekends, and holidays. If not paid, said fees shall be deemed to be additional rent.

_____23. If University so requires, Resident shall pay rent by check, cashier's check or money order and not in cash. Resident agrees to pay a return check charge of \$25.00. Should Residents have check returned insufficient funds, Resident agrees to pay rent by cashiers check or money order. If resident should have two insufficient checks returned to the University, then resident will be required to pay rent by cashiers check or money order for the remainder of their lease.

_____24. Residents are prohibited from charcoal barbecuing on or under decks and porches and in garages.

_____25. Resident agrees that University is not responsible or obligated to provide security guards or patrols, security lighting, security gates or any other form of security. University is not liable to Resident for damage of loss to person or property caused by other persons, such as theft burglary, assault vandalism or other crimes.

_____26. Resident must provide a valid phone number to remain on file with the leasing office

_____27. Unauthorized guests residing longer than 3 days will be considered an occupant and therefore will be expected to submit an application and deposit for occupancy or vacate the premises.

_____28. Any house that exceeds normal occupancy status determined by city codes will be smoking prohibited.

_____29. Should any UMKC employee witness damage and/or housekeeping issues in your home to permanent fixtures, appliances, etc. that exceed normal wear and tear, replacement or repair will be done at the owner's discretion and all associated costs will be billed to the residents.

Lease Addendum

1. Rental Concession Agreement

I/We understand and agree that after my 12 month lease agreement with the University expires, or becomes a month-to-month contract, that my rental rate will increase in accordance with the current renewal/market rent value and a month to month fee of \$150.00 will be applied to my account.

I/We understand and agree that if for any reason I/We fail to complete the original 12 month lease agreement by moving out early or failing to pay rent as agreed, I/We will owe in addition to any other sums that may be due under the lease, an amount equal to the rental concession provided for in this addendum.

2. Lease Cancellation Addendum

I/We, Residents name _____ realize that if we choose to cancel my/our lease with University before the expiration of the lease agreement, I/We are responsible for a written sixty (60) day notice (which takes effect the first day of the following month) and a cancellation fee, as per the lease agreement. Cancellation fee is due at the same time sixty-day notice is given.

3. Drug and Crime-Free Housing

In consideration of the execution of a new lease or the renewal of a lease of the dwelling unit identified in the lease, University and Resident agree as follows:

- 1) Resident, any member of the Resident's household, or guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity on or near the project premises. "Drug-Related Criminal Activity" means the illegal manufacturer, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- 2) Resident, any member of the resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises. Criminal activity is not limited to but includes any possession of or discharging of a firearm or other handgun in addition to any type of explosive or chemical agent that could cause harm to others.
- 3) Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4) Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
- 5) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
- 6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the Addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease and Resident waives any right to a notice to cure such violation. Unless otherwise provided by laws, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
- 7) In case of conflict between the provisions of the Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.
- 8) This Lease Addendum is incorporated into the Lease executed or renewed this day between University/Agent and Resident.

4. Satellite Dish Addendum

By this addendum dated B Month, 2018 , between University, and, Resident of (unit address), Resident agrees that if Resident chooses to install a satellite dish, Resident will comply pursuant to the University's guidelines:

- 1) Approval for installation must be requested in writing in advance of installation.
- 2) A "dish" antenna that is one-meter (39.37") or less in diameter designed to receive direct broadcast satellite device may be installed.
- 3) A "dish" antenna may be installed only on a pole in the backyard. Dishes are not allowed on the buildings.
- 4) A "dish" antenna must be wireless. No wires can be exposed on the building or roof or drilled through the building.
- 5) The "dish" antenna must be removed at the time of vacating your unit.
- 6) Any damages incurred by the resident from the installation or failure to remove the "dish" will be charged to the resident as a maintenance charge.
- 7) Must be installed by a professional.

5. Pet Agreement

This agreement is made this 1st day of B month, 2018 , between University and Residents Name as Resident. Resident has executed a Rental Agreement with University and said Rental Agreement is in effect on the rental unit, hallways, grounds, and buildings hereinafter referred to as premises, known as Unit Address . University agrees to allow Resident to keep the below-described pet on the aforementioned premises for an additional \$25.00 per month per pet, for pet rent and a pet deposit of \$300.00 per pet.

Pet's Name: NO PETS Kind of Pet: ☐ Dog ☐ Cat ☐ Fish ☐ Bird
Age of Pet: _____
Adult Size: _____ Shoulder Height: _____ Weight: _____
Brief Description: NO PETS

Resident agrees to the following terms and conditions:

- 1) The agreement covers only the above-mentioned pet.
- 2) The City of Kansas City Animal Ordinance must be observed and obeyed at all times, including the local leash laws. No pet may leave the rental unit without the presence of Resident at all times and without the attachment of a leash.
- 3) University reserves the right to limit pets to dogs, cats, fish and birds.
- 4) Pets must be walked in areas away from the building(s).
- 5) All droppings caused by Resident's pet shall be removed by Resident immediately. See paragraph 5 of lease regarding additional requirements and charges.
- 6) Resident will not allow pet to roam hallways, basements, or breezeways.
- 7) Under no circumstances shall pet be chained on balcony, patio, or in any other areas outside of the rental unit.
- 8) Any damages to a rental unit or to the grounds caused by a pet will be repaired by the University with all charges reimbursed by Resident.
- 9) The University reserves the right to enter the rental unit with proper notice and at reasonable times, to inspect the facilities and determine that the pet is properly house-trained.
- 10) Resident may be given two weeks notice at any time to remove a pet from the rental unit if the pet, in the sole opinion of the University, disturbs or annoys other residents by the noise, odor, or damage.
- 11) If at any time this Agreement is breached by Resident, Resident agrees to remove a pet from the rental unit after receiving a thirty (30) day notice from University.

Resident hereby deposits the sum of \$ NO PETS with University, said deposit to be used to cover any damages to the premises. Resident agrees to pay for any damages above-and-beyond deposit. University agrees to return said deposit to Resident at such time as a pet is removed from the premises and after an inspection is made by University. Resident also agrees to pay the sum of \$ NO PETS on the first day of the month as rent for said pet. Resident also agrees and

understands that this Agreement covers only above-described pet and the University has granted no further permission for other pets unless described in other Pet Agreements executed and effective.

6. Smoke Detectors

I/We hereby acknowledge that the rental unit I/We have rented has a working smoke detector. I/We agree to immediately advise management at anytime the smoke detector does not operate properly.

7. Utilities

I/We hereby acknowledge that I/We am responsible for gas, electric and water service at the residence for the entire lease term and if the utilities are rolled-over in the properties name while I/We have possession, I/We acknowledge that I/We am responsible for the utility bill payment. I/We have called both gas and electric companies and have received confirmation that those utilities are now my responsibility. Utilities are required to remain on and in the residents name throughout the term of the lease. During the winter, thermostats must not go below 60 degrees. Both heat and electric must remain on and functional during the winter months.

Missouri Gas Energy
(816) 756-5252

Initials

Date

Kansas City Power & Light
(816) 471-5275

Initials

Date

Kansas City Missouri Water
(816) 513-0123

Initials

Date

I/We have read and agree to the above mentioned lease addendums with The Curators of the University of Missouri.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date



LEASE

THIS LEASE (Lease), effective as of the date of the last party's signature and delivery (Effective Date), is between The Curators of the University of Missouri, a Missouri public corporation on behalf of University of Missouri – Kansas City (Lessor or University), and [Insert Housing Corporation Legal Name], a [State and Type of Entity] (Lessee). For good and valuable consideration, which is hereby acknowledged, the parties agree:

1. Basic Terms. This Lease is subject to the following basic terms, conditions, and definitions (Basic Terms):

Lessee Address:	<u>[Complete]</u>			
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Lessee Contact:				
	<i>Contact Person Name and Job Title</i>	<i>Phone</i>	<i>Email</i>	
Lessor Notice Address:	<u>[Complete]</u>			
Lessor Primary Contact:				
	<i>Contact Person Name and Job Title</i>	<i>Phone</i>	<i>Email</i>	
Lessor Payment Address: (if different than Notice Address)	<u>[Complete]</u>			
Lessor On-site Contact: (if different than Primary Contact)	<i>On-site Contact Person Name and Phone/ Email, as applicable</i>			
Facility:	<u>[House Address]</u>			
Premises:	<u>[Complete]</u>		<u>[Complete]</u>	
	<i>Suite/Room Number(s)</i>		<i>Approximate Gross Square Feet</i>	
Initial Term:	<u>[Date or, if after work, "See Exhibit B"]</u>		<u>[Date]"__ years after Commencement</u>	
	<i>Commencement Date</i>		<i>Expiration Date</i>	
Rent Commencement Date:	<u>[Date, if different from Commencement Date, otherwise "Commencement Date"]</u>			
Extension Term(s), if any:	<u>[Number, or "None"]</u>		<u>[Number, or "None"]</u>	
	<i>Number of Extension Terms</i>		<i>Duration of Each Extension Term</i>	
Base Rent:	\$	<u> </u> /month	\$	<u> </u> /year
Monthly Charges, if any: (total estimated in an average month)	\$	<u>[\$____/month, or "N/A"]</u>	(Base Rent increases, or other costs or charges, if any, are detailed on an Exhibit; any Monthly Charge at left is an estimate only, subject to the terms on an Exhibit)	
Security Deposit, if any (see §5):	\$	<u>[\$____, or "N/A"]</u>		
Permitted Use (see §6):	<u>Residential Fraternity or Sorority Purposes Only</u>			
Restrictions (see §6.1):				
Brokers (see §17):	<u>N/A</u>		<u>N/A</u>	
	<i>Lessor's Broker</i>		<i>Lessee's Broker</i>	
Exhibits (see §18):	Exhibit A: Facility/Premises Descriptions (including <u>location map</u> and <u>floor plan</u>) Exhibit B: Utilities and Basic Duties and Services Exhibit B-1: Work Exhibit C: Parking Exhibit D: Rent and Other Charges (including summary)			



2. Demise; Term. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for the Initial Term, which will commence on the Commencement Date and end on the Expiration Date, as may be extended for any duly-exercised Extension Terms, if any, all as described in the Basic Terms, unless terminated earlier as provided herein (collectively, Term). The Premises and the Facility are further described or depicted on Exhibit A hereto.

2.1. Condition and Delivery of Premises. Lessor will deliver possession of the Premises no later than the Commencement Date, in its current condition, subject only to any “Lessor’s Work” as may be described on an Exhibit hereto, if any. Lessee has had an opportunity to inspect the Premises and Facility, to its satisfaction, and by taking possession will be deemed: (a) to have accepted the Premises “AS IS,” subject only to any “Lessor’s Work” as may be described on an Exhibit hereto, if any, and any latent defects, and (b) to have represented, to the best of its knowledge and belief, that the rest of the Facility is then in the condition and state of maintenance and repair as required herein. Lessor will in no event be liable for damages if delivery of possession is delayed beyond the Commencement Date; however, to the extent Lessee did not cause such delay: (i) its obligation to pay Base Rent and any Charges (defined below) will be entirely abated for the duration thereof, and (ii) if it gives written notice before the Effective Date that it requires possession by the Commencement Date, it may terminate this Lease if Lessor fails to deliver possession by the Commencement Date, subject to force majeure. If Lessee chooses to not terminate this Lease, Lessor will make reasonable efforts to secure temporary housing at the same lease rate as this agreement until such time as delivery of possession can occur.

2.2. Extensions of the Term. If any Extension Terms are set forth in the Basic Terms, then Lessor grants to Lessee the option to extend the Term for such Extension Terms, in which case this paragraph will apply. Provided that Lessee is not then in default, it may exercise its option as follows: Lessee shall provide written notice stating that it is exercising the option for the subsequent Extension Term, if any, not less than 6 months prior to the end of the then current Term, for the next Extension Term, unless: (a) Lessee has permanently vacated possession of the Premises at the end of the then-current Term (other than scheduled University breaks), or (b) Lessee has given written notice, by the end of the then current Term, that it is not exercising its option; provided, however, that Lessor may give written notice, not more than ninety (90) days before the end of the then-current Term, requesting that Lessee confirm whether it intends to exercise its option for the next Extension Term, in which case Lessee must give written notice, within 30 days after its receipt of such request, stating that it is exercising such option in order to extend for the next Extension Term. If Lessee does not exercise its option in accordance with the preceding sentence, it will be deemed to have waived such option as of the exercise deadline and this Lease will terminate at the end of the then-current Term.

3. Covenants.

3.1. Utilities. Lessor will make available at the Premises connections to basic utility services that are reasonably adequate based on the normal occupancy and use of the Premises. Each of Lessor and Lessee will procure and pay for those utilities designated as its responsibility on Exhibit B (part 1, “Utilities”) hereto. Lessor will in no event be liable for any interruption in utilities, but if any such interruption materially interferes with Lessee’s occupancy and use of the Premises and lasts more than three consecutive days then, unless Lessee was a cause of such interruption, Base Rent and any Charges will be equitably abated for the duration thereof.

3.2. Lessor Duties. Subject to paragraphs 8 and 10 or as otherwise expressly provided herein, Lessor is responsible, at its cost (subject only to any Charges as may be described on an Exhibit hereto, if any), for performing any and all duties designated as its responsibility on Exhibit B (part 2, “Basic Duties and Services”) hereto.

3.3. Lessee Duties. Subject to paragraphs 8 and 10 or as otherwise expressly provided herein, Lessee is responsible, at its cost, for (a) performing any and all duties designated as its responsibility on Exhibit B (part 2, “Basic Duties and Services”) hereto, and (b) any damage to the Premises caused by the acts or omissions of Lessee or anyone present on or occupying the Premises under the auspices of with the permission of Lessee, and otherwise taking good care of the Premises and keeping it in good condition, free from all defects, hazards, and nuisances resulting from Lessee’s occupancy or use, ordinary wear and tear, damage by casualty, and any work that is Lessor’s responsibility under this Lease excepted. Lessee is also responsible for: (i) procuring and maintaining any licenses required for its occupancy and use of the Premises under applicable law, (ii) performing, in compliance with paragraph 7, any upgrades or improvements necessitated by its particular use of or activities at the Premises and Facility not contemplated herein or by a normal occupancy and use of the Premises (e.g., to accommodate any special needs of its employees, agents, licensees, or invitees) or, at Lessor’s election, reimbursing Lessor for the actual, reasonable cost of such upgrades or improvements, (iii) reimbursing Lessor for the actual, reasonable cost of any Lessor Duties caused solely due to any misuse of facilities constituting negligence or breach by Lessee at the Premises or Facility, and (iv) giving prompt written notice of any defective, hazardous, or nuisance condition, or any other matter requiring maintenance, repair, or attention, at the Premises or Facility. Lessee may engage Lessor to perform any Lessee



Duties or responsibilities under this Lease or provide other services, provided that it shall be by separate written work order signed by an authorized agent of Lessee in accordance with its policies, rules and regulations, and applicable law.

3.4. Security. Lessor will provide key or card access to the Premises (and Facility, if applicable) and will, at Lessee's request and cost, provide extra or replacement keys or cards and re-key locks to the Premises from time to time. Lessee will not make copies of any keys, nor may it re-key or alter any locks or install any additional locks, security systems (except as permitted by the next paragraph), or other measures to restrict access without Lessor's prior consent, in which case it will ensure Lessor has access as required herein. Lessor reserves the right to install or change any locks or security systems at the Facility from time to time as part of its operation of the Common Areas; provided, that the parties acknowledge that Lessor is in no event responsible for any security or for criminal acts of any person at the Facility, and Lessee is solely responsible for the security and safety of its employees, agents, licensees, and invitees.

3.5. Lessee's Property. Notwithstanding anything herein to the contrary, Lessor is not responsible for Lessee's fixtures or personal property located at the Facility and not required to protect or insure the same against theft or damage, and Lessee is solely responsible for protecting and insuring the same and bears all risk of loss or damage. Lessee is responsible for and will pay all property taxes on its property, as well as any taxes on its leasehold interest.

4. Rent, Charges, and Costs. Lessee will pay to Lessor the Base Rent as described in the Basic Terms, subject to any adjustment as may be described on an Exhibit hereto, if any (Base Rent), as well as any fees, costs, or charges as may be specified on an Exhibit hereto, if any (Charges), and other amounts that become due as expressly provided herein (such Charges, if any, and other amounts collectively, Additional Rent); Base Rent and Additional Rent are referred to herein collectively as Rent. Otherwise, each party will be responsible for its own costs of performance hereunder or otherwise paid or incurred in connection therewith, including all fees, costs, or charges of its brokers, contractors, and others acting on its behalf.

4.1. Payments. Lessee will pay Base Rent and Charges, if any, during the Term commencing on the Rent Commencement Date. Lessee will pay Base Rent and any fixed monthly Charges due for the first calendar month following the Rent Commencement Date, in advance, by the Rent Commencement Date, and it will pay any such fixed monthly amounts for each calendar month thereafter during the Term, in advance, by the first day of the month, without notice or demand (with all such monthly payments to be pro-rated for any partial calendar months at the beginning or end of the Term). Lessee will pay all other Charges or other Additional Rent as provided herein or otherwise as provided in the relevant invoice. Lessee's obligation to pay Rent is an independent covenant, and all payments will be made without counterclaim, offset, or deduction, in lawful money of the United States, and made payable to and sent to the payment address for Lessor as set forth in the Basic Terms or as otherwise designated by Lessor from time to time in writing.

4.2. No Accord and Satisfaction. No payment by Lessee or receipt and acceptance by Lessor of a lesser amount than is at any time due hereunder will be deemed or treated as other than part payment of the full amount then due, nor will any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction. Lessor may accept any such part payment without prejudice to its right to recover the balance due or pursue any other right or remedy.

4.3. Late Payments. Lessee agrees that, in the event rents are paid more than 3 days after their due date, Lessee shall be liable for a late fee equal to \$300.00 plus an additional \$10.00 per day until paid commencing on the fifth day of the month.

5. Security Deposit. If any Security Deposit is set forth in the Basic Terms, then Lessee must pay such Security Deposit by the earlier of the Commencement Date or five days after the Effective Date, and this paragraph will apply. Any such Security Deposit will be held as security for Lessee's performance of its obligations hereunder and not as an advance payment of Rent or a measure or limit of damages in the event of a default. Any Security Deposit will not bear interest and may be commingled with other funds if permitted by law. From time to time, if Lessee fails to perform any of its obligations, including the payment of Rent, Lessor may, at its option, use and apply part or all of any Security Deposit to such obligations, whereupon Lessee will restore the Security Deposit to its original amount. Within 30 days after the end of the Term, Lessor will return any funds remaining in the Security Deposit in excess of all amounts due hereunder, unless Lessee is then in default or has failed to perform any of its covenants and obligations hereunder, in which case Lessor may apply the excess to the extent necessary to correct such default or failure. However, Lessor will in no event be limited to the Security Deposit, and Lessee will remain liable for the entire amount of any deficiency if funds remaining in the Security Deposit are insufficient to pay all amounts due.

6. Use. Lessee will use the Premises only for the Permitted Use and normal and customary incidental purposes, and for no other purpose without Lessor's prior written consent in its discretion, and subject to all other provisions of this Lease. In particular, but not by way of limitation, Lessee and all occupants and invitees shall not:

- a) Use tobacco or smoke on any University property.



- b) Store or possess firearms of any type;
- c) Explode fireworks in or about the Premises
- d) Tamper with or in any way misuse fire equipment, including fire extinguishers, fire alarms, fire doors, sprinklers, smoke detectors, etc.;
- e) Light open fires, create and/or use fire pits, leave outdoor grills unattended, use outdoor grills closer than twenty (20) feet to any building, engage in “open burning” (i.e., the ignition and subsequent burning of any combustible material (e.g., garbage, leaves, grass, twigs, litter, paper, vegetative matter involved with land clearing, or any sort of debris) outdoors either in a burn barrel or on the ground) or commit any other act which would increase the risk of fire on the Leased Premises;
- f) Use or store on the Leased Premises, any explosive or highly flammable material of any sort;
- g) Obstruct the halls, corridors, stairs, landings, sidewalks, or parking areas on the Leased Premises with any article or use such areas for any purpose other than ingress to and egress from the building. Lessor reserves the right to remove and dispose of any such obstruction without liability for doing so;
- h) Carry on any business from the Leased Premises without Lessor’s prior written authorization with the exception of chapter related activities;
- i) Inscribe or affix any sign, advertisement, or notice on the Leased Premises, except on authorized bulletin boards, without Lessor’s prior written authorization;
- j) Solicit or permit solicitation on the Leased Premises, with the exception of chapter related activities, except by approval of the UMKC Office of Student Involvement
- k) Make disturbing noises on the Leased Premises or operate or use any mechanical or electrical equipment at such time or at such volume or in such a manner as to constitute a disturbance to others;
- l) Make unlawful, improper, noisy, or offensive use of the Leased Premises;
- m) Allow papers, cans, bottles, or other trash to accumulate in or around the Leased Premises;
- n) Place or allow indoor furniture outdoors overnight;
- o) Commit or permit on the Leased Premises any of the following activities: darts, dart boards; cutting wood inside the building; hanging articles from window ledges; burning any items in gas fireplaces; vandalism; playing with fire; chemical experimentation; indoor sports (such as hall hockey, soccer, Frisbee throwing, etc.); cooking or preparation of food, except in designated areas; excessive horseplay; water fights; snowball fights; dropping, throwing, or shooting objects from windows; the use, possession, or sale of drugs or other illegal substances (including paraphernalia); and theft of services, such as telephone, television cable service and computer related services;
- p) Shake, clean, or hang any articles from windows, ledges, or roofs of the Leased Premises, or place articles on the window ledges without Lessor’s prior written authorization;
- q) Dispose of trash or garbage anywhere on or about the Leased Premises, except at designated collection points;
- r) Interfere with security measures by, including, but not limited to, propping open exterior doors and opening locked security screens;
- s) Move or permit any motor vehicle to be moved on the Leased Premises elsewhere than on driveways and parking lots, or repair any motor vehicle on or about the Leased Premises;
- t) Park any motor vehicle on or about the Leased Premises without having registered the vehicle with Lessor and complied with the University’s parking regulations;
- u) Install or place any outdoor equipment or construction of any type (examples include, but are not limited to, recreational equipment, pools, and outdoor grills) on or about the Leased Premises without Lessor’s prior written authorization;
- v) Paint any interior or exterior surfaces without Lessor’s prior written authorization;
- w) Use, install, or store on the Leased Premises any of the following articles, except where such articles have been provided by Lessor or approval has been granted, in writing, by the Lessor/UMKC Homes
 - i. Hot plates, toasters, electric coffee makers, hot pots, electric heating coils, halogen lamps, electric fry pans, broilers, griddles, coffee makers, deep fryers, laundry washers and dryers, power tools, microwave ovens, refrigerators exceeding 4.6 cu. ft., fish tanks over 10 gallons, or dart boards in student rooms;
 - ii. Live Christmas trees, candles, nonelectric lanterns, incense;
 - iii. Waterbeds;
 - iv. Outdoor television or radio antennas or satellite dishes;
 - v. Outdoor fences;
 - vi. Outdoor clothes lines or drying equipment;
 - vii. Outdoor play equipment (including but not limited to slides and swimming pools);
 - viii. Boats;
 - ix. Trailers
 - x. Heating equipment, portable heating units of any kind, or electronic blankets;
 - xi. Additional electric wiring;



- xii. Fixtures other than those provided by Lessor, including but not limited to fixtures for lighting, and ceiling fans;
 - xiii. Air conditioners, unless approved and installed by Lessor at Lessee's expense;
 - xiv. Baby grand or grand pianos, except in approved locations.
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- x) Keep animals or pets of any kind, except in compliance with University pet policy for fraternity and sorority houses and UMKC Homes Pet Agreement Amendment including addition security deposit and monthly rent;
 - y) Allow house guests to stay on the Leased Premises for more than three (3) consecutive days without written permission of the Lessor/UMKC Homes;
 - z) Enter restricted areas of the Leased Premises, such as the roof/porticos and mechanical equipment rooms.

6.1. Other Restrictions and Rules at the Facility. Lessee acknowledges that the Facility is subject to the Restrictions as described in the Basic Terms, if any, and also may be subject to other easements, covenants, and restrictions which are of record or copies of which have been made available (collectively, as may be hereafter amended, Restrictions) and that Lessor may promulgate rules and regulations applicable to part or all of the Facility (as may be hereafter amended, Rules). Lessor may adopt or amend Restrictions and Rules from time to time after the Effective Date; provided that any changes applicable to the Premises made without Lessee's consent must be reasonable and non-discriminatory and not materially adversely affect Lessee's rights hereunder. Lessee agrees that this Lease and its rights hereunder will be subordinate to the Restrictions; that any failure on its part to abide by the same in its use of the Premises will constitute a Lessee default enabling Lessor to terminate this Lease; and that, without limiting the generality of the foregoing, Lessee will comply with the same except to the extent they impose payment, reimbursement, indemnification, or similar obligations that conflict or are inconsistent with its obligations hereunder. Lessee will comply with Rules attached as an Exhibit hereto, if any, or provided in writing from time to time; provided, that notwithstanding anything to the contrary therein, it will in no event be subject to any Rules to the extent the same conflict or are inconsistent with its rights and obligations hereunder. The Lessee, and anyone present on or occupying the premises under the auspices and with the permission of the Lessee, agree to be bound by the University of Missouri CRR 200.010 Standard of Conduct for policies and procedures governing use of alcohol and rules of conduct. Any violations of said policies and procedures shall be deemed a violation of this Lease and may result in disciplinary action, according to University policy, up to and including termination of this Lease.

6.2. Requirements for Activities at the Facility. Lessee will, and will cause its employees, agents, licensees, and invitees to, in their respective use of and activities at the Facility: (a) comply with the Restrictions and Rules as described in the preceding paragraph; the reasonable requirements of Lessor's insurer provided in writing; and all applicable laws, ordinances, codes, rules, regulations, policies, licenses, permits, decrees, and orders of any governmental authority as amended from time to time (collectively, Applicable Requirements); (b) not receive, keep, store, handle, use, emit, discharge, or otherwise release any Hazardous Substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended (including the regulations promulgated thereunder at 40 CFR Part 302.4, as amended), or any other substance or material that is a pollutant or considered hazardous, dangerous, or toxic under any Applicable Requirements (collectively, Hazardous Materials), and (c) take reasonable steps to minimize noise, vibration, odor, fumes, trash, and the like and in all events not commit any waste, nuisance, or noxious use or otherwise unreasonably interfere with the proper operation of the Facility.

6.3. University Rules and Requirements. Notwithstanding the foregoing or anything else herein to the contrary, the parties acknowledge that the University is a state entity and the general authority having jurisdiction with respect to its operations and properties, including, if it is Lessor, the Facility and all occupants in their respective use of and activities at the Facility, in which case (a) it reserves its governmental powers and immunities and is entitled to enforce its codes and other rules and regulations (including standard inspection fees and the like) independent of this Lease, as well as require Lessee to comply with any applicable municipal or other local ordinances as a condition of this Lease, in all cases in accordance with law and otherwise in its discretion, and (b) its Collected Rules and Regulations applicable to the use of its facilities and its Facilities Management Policy and Procedure Manual, both of which can be found on its website, as updated, supplemented, or amended from time to time, are deemed to be Applicable Requirements. The University requires compliance with its prevailing wage requirements and may require compliance with bidding and bond requirements for alterations, additions, improvements, and associated work at the Premises during the Term, whether by Lessor or Lessee, which are in excess of \$25,000.

7. Signage; Alterations; Liens. Except as approved by Lessor in writing prior to the Effective Date or as contemplated by any "Work" as may be described on an Exhibit hereto, if any, Lessee shall not be entitled to any signage visible from outside the Premises, except identifying Greek letters, all in such size, design, and materials approved by Lessor. Except as contemplated by any "Lessee's Work" as may be described on an Exhibit hereto, if any, Lessee may not make any alterations, additions, or improvements at the Premises, including installation and attachment of any fixtures (other than trade fixtures), equipment, or



finishes therein or installation of anything on, or any signage visible from, the outside of the Premises (collectively, Alterations), in each case without Lessor's prior written consent, which will be in its discretion for exterior, structural or load-bearing, or otherwise material Alterations. All Alterations and associated work will be done at Lessee's cost, in a good and workmanlike manner, with good quality and new materials, and in accordance with plans, specifications, and conditions approved by Lessor and all Applicable Requirements. All Alterations, other than Lessee's trade fixtures and personal property (which will not be deemed to include any installed or enclosed cables), will be Lessor's sole property and will remain upon and be surrendered with the Premises at the end of the Term; provided, that if, when granting its consent to an Alteration, Lessor notifies Lessee that it reserves the right to require removal of the Alteration then, at Lessor's reasonable request, Lessee must remove such Alteration and restore the Premises at the end of the Term. Lessee will pay in full for all work for which it is responsible at the Premises, and in the event any mechanic's lien is filed or asserted in connection with such work or any other activities of Lessee at the Premises, it will cause such lien to be discharged or will provide a bond in form and substance reasonably satisfactory to Lessor within 10 days.

8. Casualty; Condemnation. If the Facility is so damaged by fire or other casualty as to render part or all of the Premises untenantable, and it occurs within 180 days before the end of the Term or it cannot, in Lessor's reasonable judgment, be repaired and restored within 90 days after the date of such damage, or if Lessor does not receive sufficient insurance proceeds to repair and restore such damage, then either party may terminate this Lease as of the date of such damage by giving written notice within 30 days thereafter. If a substantial portion of the Facility or Premises are taken by the power of eminent domain or condemnation, then either party may terminate this Lease as of the date of taking by giving written notice within 30 days thereafter; in all cases, Lessor will be entitled to the entire condemnation award. If this Lease is not terminated following damage or condemnation then Lessor will repair and restore the Facility as promptly as reasonably practicable (not to exceed 90 days) and Base Rent and any Charges will be equitably abated for the duration of the untenability or other material interference with Lessee's occupancy and use of the Premises. Lessee may terminate this Lease if Lessor fails to so repair or restore the Facility within such time period, subject to force majeure.

9. Access; Quiet Enjoyment. Lessor may, during normal business hours and upon reasonable prior notice (except in an emergency, when it may be at any time and with only so much notice as practicable in the circumstances), enter the Premises: (a) for reasonable inspections or pursuant to the exercise or performance of its rights or obligations under this Lease, (b) in connection with proper maintenance, repairs, and renovations of the Facility, and (c) during the last 120 days of the Term, in order to show the Premises to prospective tenants; provided, that Lessor will use reasonable efforts to minimize disruption of Lessee's business, and if Lessor, in performing any work in the Premises, causes part or all of it to be untenantable then, unless Lessee was the cause of such work, Base Rent and any Charges will be equitably abated for the duration and to the extent of such untenable conditions. If Lessee has fully performed all of its obligations hereunder, and subject to the terms and conditions herein (including any Restrictions), it will have quiet enjoyment of the Premises, free from interference by Lessor or anyone claiming by or through Lessor.

10. Insurance; Indemnification.

10.1. Lessor Insurance.

The University has a self-funded program for its auto and general liability losses. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents, and employees. The auto and general liability program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made."

10.2. Lessee Insurance.

Lessee shall maintain, during the Term, Commercial General Liability insurance that covers the Premises and Lessee's use of the Facility, including, but not limited to, parking facilities, sidewalks, ramps and stairs, which provide access to the leased facility, and all other Common Areas. The Commercial General Liability policy with limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate shall include contractual liability, personal injury liability, and property damage to rented or leased property. Lessee shall keep in effect applicable worker's compensation insurance as required by law.

Lessee is required to maintain coverages as stated and required to notify Lessor of a Carrier Change or cancellation within two business days of cancellation. In the event that Lessee fails to maintain and keep in force the insurance, Lessor shall have the right to cancel and terminate this Lease forthwith and without notice. Certificates of insurance indicating the required minimum coverages as outlined above should be provided to Lessor prior to the Commencement Date. The Curators of the University of Missouri shall be named as "Additional Insured." A copy of the additional insured endorsement that



applies to this Lease should accompany the certificate of insurance sent to Lessor. Lessor reserves the right to request a copy of the policy.

10.3. Responsibility for Damage; Indemnification. Subject to Section 10.4: Lessee will be responsible for any damage to the Premises or any systems, fixtures, furnishings, and equipment therein caused in whole or in part by any act or omission of Lessee or its employees, agents, representatives, contractors, or other licensees or invitees, in all cases except to the extent such damage is caused by the negligence of Lessor or its employee, agent, representative, or contractor. Each party will defend, indemnify, and hold harmless the other party and such other party's governing board, employees, and agents (indemnified parties) against any and all claims, liability, or costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (except Lessee's trade fixtures and personal property), occurring in connection with or in any way incident to or arising out of the occupancy, use, services, or operations at the Facility pursuant to this Lease, to the extent resulting from any default hereunder or breach of the terms hereof by such indemnifying party or from the negligent acts or omissions of such indemnifying party or its employee, agent, representative, or contractor. Lessor represents that it does not have any present notice or knowledge of any Hazardous Materials in, on, or about the Premises or Facility as of the Effective Date in violation of any applicable laws; each party will defend, indemnify, and hold harmless the indemnified parties against any and all liability, claims, or costs of whatsoever kind and nature resulting from the release of any Hazardous Materials at the Facility by such indemnifying party or its employee, agent, representative, or contractor in violation of applicable law.

10.4. University Limitation. Notwithstanding the foregoing or anything else herein to the contrary, in any case where the University is the responsible or is an indemnifying party under this Lease then the relevant language will be deemed modified such that, in lieu of it being responsible for damage or defending, indemnifying, and holding harmless the indemnified parties, and to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity, the University will be responsible for the damage or indemnified matters.

11. Defaults and Remedies; Termination; Liability.

11.1. Lessee Defaults. Lessee will be in default in the event that it: (a) fails to pay any Rent within 10 days after written notice of delinquency; (b) fails to fully perform any of its other covenants or obligations hereunder and such failure is not cured within 30 days after written notice of default (unless such failure cannot reasonably be cured within such period, in which case Lessee will not be in default if it promptly commences and diligently pursues the cure to completion and in all events within 60 days after such written notice of default); (c) has a receiver, trustee, or creditor appointed for or take possession of, or has an attachment, execution, or other judicial seizure of, its operations or interest in the Premises, makes a general assignment for the benefit of creditors, or files or has filed against it a petition for relief under the U.S. Bankruptcy Code or any analogous state law; (d) vacates or abandons the Premises for more than 30 consecutive days; (e) dies or becomes permanently disabled (in the case of an individual) or dissolves or liquidates (in the case of an entity); or (f) if the national sorority with which Lessee and its chapter on the University's campus are affiliated should revoke or withdraw for any reason the recognition or affiliation of the University's chapter.

11.2. Remedies for Lessee Defaults. Upon the occurrence of a Lessee default:

(a) Lessor may immediately re-enter and repossess the Premises and terminate this Lease, or re-enter and repossess the Premises without terminating this Lease, in its discretion, without further notice and without prejudicing its right to recover from Lessee all Rent then due or to become due during the Term. In either such event, Lessor may re-let the Premises in its discretion and, if so, may recover from Lessee the difference between the Rents hereunder and the amount of corresponding rents obtained by such re-letting, less the costs and expenses reasonably incurred by Lessor in such re-letting; if the rents from such re-letting exceed the Rents hereunder, Lessor may retain the excess. If Lessor re-enters without terminating this Lease, it may at any time thereafter, by written notice, terminate this Lease.

(b) If it involves Lessee's failure to fully perform any of its covenants or obligations hereunder then Lessor may, at its option, after an additional five days' prior written notice of its intention to do so, perform such covenant or obligation, in which case Lessee will reimburse Lessor for its actual and reasonable costs paid or incurred in connection therewith.

11.3. Lessor Defaults. Lessor will be in default in the event that it fails to fully perform any of its covenants or obligations hereunder and such failure is not cured within 30 days after written notice of default (unless such failure cannot reasonably be cured within such period, in which case Lessor will not be in default if it promptly commences and diligently pursues the cure to completion and in all events within 60 days after such written notice of default). Upon the occurrence of a Lessor default: Lessee may terminate this Lease; or if it involves Lessor's failure to fully perform any routine and ordinary service, maintenance, or repair within the Premises or to fixtures, furnishings, equipment, or finishes therein that is Lessor's responsibility under this Lease then Lessee may, at its option, after an additional five days' prior written notice of its intention



to do so, perform such routine and ordinary service, maintenance, or repair, in which case Lessor will reimburse Lessee for its actual and reasonable costs, in no event to exceed \$2,500, which are paid and incurred in connection therewith, and if Lessor fails to reimburse such costs within 30 days after written notice thereof, Lessee may set off such amounts against Rent due hereunder. In the event of damages resulting from weather or other emergency situation, Lessee, upon notification to Lessor, may make necessary repairs to all personal and real property and Lessor will reimburse Lessee for its actual and reasonable costs, in no event to exceed \$2,500, which are paid and incurred in connection therewith, and if Lessor fails to reimburse such costs within 30 days after written notice thereof, Lessee may set off such amounts against Rent due hereunder.

11.4. University Termination; Liability. If the University should revoke or withdraw for any reason the recognition or affiliation of the Lessee's chapter on the University's campus, this lease shall immediately terminate. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the signature of this Lease or by reason of the default of the University in the performance of any of the terms hereof. Any such liability of members or officers of the Board of Curators as such is hereby released as a condition of and consideration for the signature of this Lease. In no event will either party be liable for consequential, punitive, or other special or exemplary damages under or in connection with this Lease.

11.5. Cumulative. The foregoing and all other rights and remedies provided for Lessor or Lessee hereunder are cumulative and in addition to each other and any and all other rights and remedies at law or in equity, and the exercise of one will not preclude or waive the right to use any other; provided, that whenever Rent abatement is provided herein, it will be in lieu of any damage claims by Lessee, and it (together with any and all rights to terminate, if applicable) will be deemed to be the sole and exclusive remedies of Lessee with respect to the relevant event or circumstance.

12. Surrender; Holding Over. Lessee will surrender the Premises at the end of the Term, broom clean and in as good condition as at delivery of possession, ordinary wear and tear and damage by casualty excepted. Lessee must, by the end of the Term, remove all its trade fixtures and personal property, as well as any Alterations if required pursuant to paragraph 7, repair all damages caused by such removal, and restore the Premises to its previous condition. If Lessee fails to remove any such property, then Lessor may, at its option and in its discretion, but at Lessee's cost, deem such property abandoned and retain or remove and dispose of the same. If Lessee remains in possession of the Premises after the Term, with Lessor's consent in its discretion, then it will be deemed to be occupying the Premises as a month-to-month tenant but at the same Base Rent due immediately prior to the end of the Term and otherwise subject to all provisions of this Lease insofar as applicable to a month-to-month tenancy; otherwise, if it does not surrender the Premises as required then it will be deemed to be holding over, will be required to pay Rent at 125% of the rates being charged immediately prior to the end of the Term, and will continue to be subject to all its obligations hereunder (but none of its rights hereunder, and without Lessor being deemed to have waived the default or any rights and remedies).

13. Force Majeure. Neither party will be deemed to be in default or liable for damages due to delays in the performance of its obligations hereunder (other than Lessee's obligation to pay any Rent when due or surrender the Premises at the end of the Term) to the extent such delays are caused by fire, flood, earthquake, or other acts of God; war or acts of terrorism; riots or labor strikes, disputes, or unrest; any requirement or decision of any governmental entity or agency; or any other cause beyond its reasonable control. However, if such delays are in the performance of Lessor's obligations hereunder and materially interfere with Lessee's occupancy and use of the Premises then: (a) Base Rent and any Charges will be equitably abated for the duration thereof, and (b) if they last more than 60 consecutive days, Lessee will have the right to terminate this Lease.

14. Transfers; Financings. Lessee will not assign or encumber this Lease or any interest herein, or sublet all or any part of the Premises, in each case without Lessor's prior written consent in its discretion, except as follows: Lessee may assign this Lease, without Lessor's prior written consent, to its subsidiary or parent entity or to a successor by merger, consolidation, or sale of all or substantially of its assets; provided, that Lessee must give prior written notice of such assignment and the assignee must agree, in writing, to assume all Lessee's obligations hereunder. No assignment, with or without Lessor's consent, will relieve Lessee from any liability hereunder. Lessee may during the term of this Lease, sublease the Premises only to full-time students of the University and only upon Lessor's receipt of a signed sublessee agreement from each sublessee. Lessor may assign or encumber this Lease and, so long as the assignee agrees, in writing, to assume Lessor's obligations, Lessor will be relieved of further liability hereunder. At Lessor's request, in connection with any mortgage, deed of trust, or similar instrument it may enter into for purposes of any financing, Lessee will enter into a subordination, non-disturbance, and attornment agreement with Lessor and its lender, in form and substance reasonably satisfactory to the parties. At either party's request, in connection with a potential or pending transfer, financing, or similar transaction, the other party will sign and deliver, within 15 days after such request, an estoppel certificate on the standard form of the University or otherwise in form and substance reasonably satisfactory to the parties.



15. Notices; Approvals and Consents. All notices by a party required or permitted under this Lease must be in writing and must be personally delivered or sent to the other party by reputable overnight courier or U.S. certified mail, fees and postage prepaid, at such other party's notice address as set forth in the Basic Terms, except as changed by prior notice by such other party in accordance with this paragraph. Any such notice will be deemed given, delivered, and effective upon the earlier of receipt or two days after deposit with the courier or U.S. postal service. Lessee may direct routine inquiries relating to ordinary management issues to Lessor at its on-site address, but this will not obviate the requirement to give all notices to Lessor at its notice address in order to be effective hereunder. Whenever any party's action hereunder is conditioned on the other party's approval or consent as expressly provided herein, it will be deemed to require such approval or consent not to be unreasonably withheld, unless it is expressly provided to be in such other party's discretion.

16. Authority; Relationship; Certifications. Each party represents that it has all requisite power and authority to enter into this Lease and perform its respective obligations hereunder, in accordance with the terms herein. By entering into this Lease, the parties create only the relationship of lessor and lessee and not a partnership, joint venture, or other arrangement. Neither party will act or purport to act as agent or otherwise in the name or on behalf of the other in any transaction or dealings; without limiting the generality of the foregoing, the other party understands that the University's name may not be identified in any way with the aims, policies, programs, products or opinions of any organization or its members. The other party further certifies, to the best of its knowledge and belief, that neither it nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental authority with respect to covered transactions, and that it is not aware of any violation of the University's policies on conflicts of interest relating to this Lease.

17. Brokers. Each party represents that it did not have any real estate broker(s) involved on its behalf in connection with this Lease except as set forth in the Basic Terms, if any, and that no other person or entity is entitled, as a result of such first party's actions, to a commission or other fee resulting from the execution of this Lease; each party will be responsible for all liability relating to its breach of, and will pay any compensation that constitutes such a breach of, this representation.

18. Exhibits. The Exhibits set forth in the Basic Terms, and any other document(s) expressly referenced in such Exhibits (Other Documents), are attached to and incorporated by reference in this Lease. Only such Exhibits and Other Documents are part of this Lease. Any conflict or inconsistency between any term on such an Exhibit or Other Document and any term in this Lease will be governed by the term in this Lease, except only to the extent expressly set forth on such Exhibit. For the avoidance of doubt, in no event will any Other Document impose any warranty, payment, reimbursement, indemnification, or similar obligations that conflict or are inconsistent with this Lease or otherwise be deemed to override any term in this Lease or in an Exhibit.

19. Special Provisions. N/A.

20. Miscellaneous. This Lease is a complete and integrated agreement, and supersedes any and all prior or contemporaneous agreements, understandings, or discussions, in each case with respect to its subject matter. No provision of this Lease will be deemed to have been amended or waived unless such amendment or waiver is in writing and signed by both parties, in the case of an amendment, or the relevant party, in the case of a waiver. No failure or delay in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise thereof or of any other right, power, or privilege. This Lease will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Lease and the parties' rights and obligations hereunder will be governed by Missouri law. This Lease will be construed, in all cases, according to its fair meaning. The headings contained in this Lease are for reference purposes only and will not affect in any way the meaning or interpretation hereof, the term "including" means "including without limitation," and the term "herein" and the like mean this Lease in its entirety, including any Exhibits and Other Documents. Each party and its counsel have had the opportunity to review this Lease and negotiate terms for the leasing of the Premises, and any rule of construction that ambiguities are to be resolved against the drafting party will not apply hereto. The parties intend for this Lease to be enforceable in all respects, but if any provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions will be unaffected. This Lease may be executed by facsimile or electronic transmission and in multiple counterparts.

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IN WITNESS WHEREOF, the parties have caused their respective duly-authorized agents to sign this Lease.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:
Title:

Date

[_____ Housing Corporation]

By:
Title:

Date



EXHIBIT A

FACILITY AND PREMISES DESCRIPTIONS

A location map and/or site plan of the Facility and a floorplan depicting the Premises are shown on the attachment(s) hereto; provided that any conflict or inconsistency between any term on such attachment(s) and any term in the Lease will be governed by the term in the Lease, except to the extent it relates to the location or layout of the Facility and/or Premises, in which case it will be governed by the term on such attachment(s).



Lease between University and _____ Housing Corporation – Greek Life & UMKC Homes Template (2016)

EXHIBIT A (Cont.)

FACILITY AND PREMISES DESCRIPTIONS

BASEMENT FLOOR PLAN



Lease between University and _____ Housing Corporation – Greek Life & UMKC Homes Template (2016)

EXHIBIT A (Cont.)

FACILITY AND PREMISES DESCRIPTIONS

FIRST FLOOR PLAN



Lease between University and _____ Housing Corporation – Greek Life & UMKC Homes Template (2016)

EXHIBIT A (Cont.)

FACILITY AND PREMISES DESCRIPTIONS

SECOND FLOOR PLAN



Lease between University and _____ Housing Corporation – Greek Life & UMKC Homes Template (2016)

EXHIBIT A (Cont.)

FACILITY AND PREMISES DESCRIPTIONS

THIRD FLOOR PLAN (If Applicable)



EXHIBIT B

UTILITIES AND OTHER BASIC DUTIES AND SERVICES

1. Utilities. Lessor will provide, at its cost (subject only to any Charges as may be described on an Exhibit hereto, if any), the utilities used at the Premises that are designated as its responsibility, below; provided, that Lessor reserves the right to charge Lessee for the actual cost of any materially excessive or abnormal usage. Lessee will procure, at its cost, and directly pay for all other utilities it uses at the Premises.

LESSOR	LESSEE	N/A	UTILITY SERVICE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electricity
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Natural Gas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data/internet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____None._____



EXHIBIT B – UTILITIES AND OTHER BASIC DUTIES AND SERVICES (cont.)

2. Basic Duties and Services. Except as otherwise provided in the Lease, each party shall be responsible for those duties designated as its responsibility below.

LESSOR	LESSEE	N/A	DUTY OR SERVICE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Keep the Facility, including the Common Areas, in good condition and repair and in compliance with the Americans with Disabilities Act and other applicable laws, free from all defects and hazards that materially interfere with Lessee's occupancy and use of the Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perform all necessary exterior and structural repairs at the Facility, including exterior appearance (including painting or staining whenever it becomes moderately faded or chipped and peeling), roof, gutters, and downspouts, load-bearing walls, columns, and beams, and foundations, and also providing normal janitorial, maintenance, and management services and supplies at the Facility, including snow removal, mowing and landscaping, lighting, utilities, and other ongoing maintenance, management, and operations of the Common Areas, in all cases as commercially reasonable and consistent with a first-class facility but otherwise in such party's discretion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide HVAC, mechanical, electrical, and plumbing (MEP) lines and systems to serve the Premises that are reasonably adequate based on the normal occupancy and use of the Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perform all necessary maintenance, repairs, and replacements of the following, such that they remain in good operating condition and repair, and free from all defects, hazards, and nuisances:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HVAC and MEP systems to the Premises (unless located within or exclusively serving the Premises)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HVAC and MEP systems located within or exclusively serving the Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perform the following services, maintenance, and repairs within the Premises:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	routine and ordinary maintenance and repairs to keep it in good condition and repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	inspections of emergency equipment such as detectors, extinguishers, and exit lighting
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	effective and safe pest control
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	normal upkeep of paint, carpet, and similar finishes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	replacement of standard light bulbs and fixtures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	maintenance and minor repairs of toilets, sinks, and other plumbing fixtures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	repair of damage to plate glass, windows, and doorways due to vandalism or other causes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perform all necessary maintenance, repairs, and replacements of the following, such that they remain in good operating condition and repair, and free from all defects, hazards, and nuisances:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lessor-provided fixtures, furnishings, and equipment within the Premises, including any "Furnishings" as may be described on an Exhibit hereto, if any
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lessee-performed alterations within the Premises, and Lessee's trade fixtures, furnishings, equipment, other personal property
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide the following:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	basic trash receptacles and pickup at the Facility
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	janitorial services and supplies necessary within the Premises to keep it in a clean and sanitary condition, free from filth, including all paper products
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	removal of trash and refuse from the Premises off site



EXHIBIT B – UTILITIES AND OTHER BASIC DUTIES AND SERVICES (cont.)

Property Maintenance Service Level Standards
For
_____ Housing Corporation Leased Properties

This document provides Lessor service level standards for the maintenance and repair of residential properties that are leased by Lessee. Capital Planning processes and standards are also included in this document. For the purposes of this document, day to day maintenance is defined as sensible and practical repair on a like for like basis, for the preservation, protection, repair and upkeep of the properties. Capital Planning is related to project related systems replacement and facility renewal.

Communications: Lessor and Lessee will meet regularly to assure customer satisfaction and issue resolution:

1. Quarterly Review Meeting: Lessor and Lessee will meet on a quarterly basis to review properties. Meeting will include a walk-through of property to identify any maintenance or safety issues, including HVAC and smoke detector checks. Lessor shall provide quarterly reports to Lessee that indicates when repair requests were received and completed consistent with the Service Level Maintenance Agreement.
2. Annual Review and Capital Prioritization Meeting: Lessor will meet with Lessee separate from the Quarterly Review Meeting in the first quarter of each calendar year to review the Five Year Capital Plan for the properties and establish the plan for the capital projects in the next year.

Service Level Maintenance Agreement: The following is a summary of the service expectation and acceptable response times.

1. All service calls will be answered courteously.
2. Lessor shall maintain a robust web-based work order system to facilitate the entering, updating, communication and reporting of maintenance work orders.
 - a. Tenants shall be informed as to when the call will be responded to and when the repair will be made.
 - b. Tenants will be provided a “feedback” form upon the completion of each work order.
 - c. The maintenance work orders shall be prioritized by the Lessor property manager based upon the description and criteria define in the following paragraph. The maintenance prioritization will be reviewed at the Quarterly Review Meetings.
3. Response and time to repair items shall meet the following schedule:
 - a. Type I Repair – Vital. Response time 2 hours, repair within 24 hours. Work includes items such as broken plumbing that affects the use of the facilities, roof leak, furnace not working, main electrical not working, etc.
 - b. Type II Repair – Urgent. Response time 24 hours, repair within 3 days. Work includes items such as appliances not working, leaking plumbing, cracked glass, rodent problems, etc.
 - c. Type III Repair – Routine. Response time within 48 hours, repair within 30 days. Work includes items such as broken screens, insect problems, etc.
 - d. Type IV Repair – Deferred. Response time within 30 days, repairs as budgeted. Work includes soffits, gutters, steps, walks, drives, exterior painting, etc.
 - e. Failure to respond within the specified time frames shall be addressed as defined in Article 11 of the lease.



EXHIBIT B-1

WORK

1. **Lessor's Work.** Lessor will, at its sole cost and expense, make certain improvements to the Premises to prepare it for Lessee's occupancy and use ("Lessor's Work") as described on and in accordance with "Lessor's Plans" (see below). All Lessor's Work will be performed diligently, in a good and workmanlike manner, with good quality and new materials, free from defects, and in compliance with all Applicable Requirements.

a. **Lessor's Plans.** The parties have approved the scope of work, plans, drawings, and/or specifications for Lessor's Work, which are listed on an attachment hereto.

b. **Substantial Completion.** Lessor will deliver possession of the Premises, in broom clean condition, when Lessor's Work is substantially complete (finally complete with the exception of minor punch list items that can be completed without material interference with Lessee's Work, if any, its installation of trade fixtures and personal property, or its occupancy or use of the Premises), which Lessor anticipates will occur by July 1, 2015, subject to paragraphs 2.1 and 13 of the Lease; provided, that if Lessor's Work is not substantially complete within sixty (60) days after the anticipated date of substantial completion set forth above (excluding any Lessee delays) then Lessee may terminate the Lease. Lessor will give at least 10 days' prior written notice of substantial completion.

c. **Final Completion.** Lessor will cause Lessor's Work to be finally complete as promptly as reasonably practicable after substantial completion; provided, that if Lessor's Work is not finally complete by the later of 15 days after receipt of Lessee's punchlist or 30 days after substantial completion (excluding any Lessee delays) then Lessee may, at its option, after an additional five days' prior written notice of its intention to do so, perform the remaining Lessor's Work, in which case Lessor will reimburse Lessee for its actual and reasonable costs paid or incurred in connection therewith. Lessor will provide copies and assignments of any warranties for items of Lessor's Work, if applicable, to the extent Lessee is responsible for maintenance or repair of the same under the Lease.

d. **Work Letter.** Lessee may enter the Premises during Lessor's Work in order to perform Lessee's Work, if any, or its installation of trade fixtures and personal property with Lessor's prior consent, in which case Lessee will not unreasonably interfere with or delay completion of Lessor's Work, and the parties otherwise will be governed by the Lease.

2. **Lessee's Work.** None.

3. **Commencement Date.** If the Commencement Date, as set forth in the Basic Terms, is determined by reference to this Exhibit, then it will be on the date which is: the earlier of Lessee's first occupancy and use of the Premises (not including for any Lessee's Work as may be described on this Exhibit, if any) or thirty (30) days after substantial completion of Lessor's Work. The parties will, upon request, sign an acknowledgement of the Commencement Date.

4. **Claims.** Each party: will be responsible for all claims, liability, and costs associated with its respective Work, if any, as described above; will take all safety measures and precautions reasonably required to protect the other party and all occupants, licensees, and invitees at the Facility from injury or damage caused by or resulting from the performance of its respective Work; and will defend, indemnify, and hold harmless the other party against all claims, liability, and costs resulting from or in connection with its respective Work, except to the extent such claims, liability, and costs are caused by the negligence of the other party or its employee, agent, representative, or contractor, and otherwise in accordance with paragraph 10.3 of the Lease, as modified by paragraph 10.4 thereof.

5. **Approved Plans; Changes.** The parties have approved Lessor's Plans and/or Lessee's Plans, as the case may be, as described above ("Plans"); provided that any conflict or inconsistency between any term on the Plans and any term in the Lease (including the Exhibits thereto) will be governed by the term in the Lease, except to the extent it relates to the location, quality, quantity, or scope of, or similar requirements for, particular item(s) of Work, in which case it will be governed by such requirements on the Plans; provided, further, that notwithstanding the foregoing and for the avoidance of doubt: (a) any such requirements on the Plans will be subject to all Applicable Requirements, including University Requirements set forth in this Exhibit or described in paragraph 6.3 of the Lease; and (b) in no event will any such requirements be deemed to include warranties for the Work, payment or reimbursement for any costs of the Work or otherwise, obligations to indemnify, or the like, all of which will be governed as provided in the Lease. Once such Plans are final, neither party shall may any changes thereto without the other party's prior written consent.

6. **Construction Activity.** All Work will be done in accordance with the following: (a) Lessor and Lessee will reasonably coordinate its respective Work, if any, with any other construction work at the Facility, if any, in order not to adversely affect such construction work; (b) each party performing Work and its contractors will: use its commercially reasonable efforts not to unreasonably interfere with the operation of the Facility; deliver and load its equipment and materials



at such locations and at reasonable times so as not to unreasonably burden the operation of the Facility, and not store its equipment and materials outside the Premises except in locations designated by Lessor; and remove any construction debris in waste containers provided or approved by Lessor; and (c) either party and its representatives may, upon reasonable prior notice and at its cost, inspect any Work being performed pursuant to the Plans.

7. **Application.** This Exhibit applies only to the Work (as defined and described herein) and not to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any Alterations (as defined in the Lease) or construction other than the Work, unless expressly so provided in a separate written work order or amendment to this Lease signed by an authorized agent of Lessee in accordance with its policies, rules and regulations, and applicable law.

8. **University Requirements.** See the additional requirements set forth on the following page.



EXHIBIT B-1 – WORK (cont.)

UM Facilities Management Policy and Procedures

Leased Property Construction

Property Leased From the University: The following guidelines shall apply for all new construction and remodeling completed on property leased from the University of Missouri. Property is meant as real estate (land, including buildings and/or improvements).

- a) Board of Curators Procedures: Leases shall be approved by the Board of Curators as required in the University of Missouri Collective Rules and Regulations. All subsequent construction and/or remodeling completed over the term of the lease shall be approved by the UM Director of Facilities Planning and Development.
- b) Employment and Usage of Professional Architects and Engineers: All design drawings and specifications for construction, alterations, repairs, expansion, additions or modifications of property involving the practice of professional architecture or professional engineering shall be prepared by or under the direct supervision of a professional architect and/or engineer licensed in the State of Missouri and in accordance with State of Missouri Statutes. The UM Director of Facilities Planning and Development and the Campus Facilities Administrator shall retain the right to approve the design professional.
- c) Campus Facilities and Utility Interconnects: All interfaces with campus facilities, utility interconnects and interruptions, shall be planned, approved and coordinated with the office of the Campus Facilities Administrator.
- d) Codes / Standards: All construction and remodeling shall be designed and constructed per the regulatory codes and standards adopted by the University of Missouri.
 - (1) Request for Variances: The architect and/or engineer of record shall submit in writing all requests and supporting documentation to the UM Director of Facilities Planning and Development for consideration. The UM Director of Facilities Planning and Development shall issue correspondence approving or denying the request.
 - (2) Plan Reviews, and Permit Inspections: All improvements will be subject to plan reviews and permit inspections as deemed necessary by the UM Director of Facilities Planning and Development. A third party consultant may be retained by the Board of Curators of the University of Missouri to ensure compliance with the applicable regulatory codes and standards. A building permit will be issued when all plan review comments have been addressed and sealed drawings and specifications have been submitted to the UM Director of Facilities Planning and Development. The cost of plan reviews and permits inspections will be paid by the lessee.
 - (3) Final Inspection and Certificates of Occupancy: Upon substantial completion, the UM Director of Facilities Planning and Development (or a third party consultant retained by the Curators of the University of Missouri) will conduct a final inspection and issue a Certificate of Occupancy once all identified deficiencies have been corrected. The cost of the inspection and Certificate of Occupancy will be paid by the lessee. Partial Occupancy Certificates may be issued when project conditions warrant and at the discretion of the UM Director of Facilities Planning and Development.



Lease between University and _____ Housing Corporation – Greek Life & UMKC Homes Template (2016)

EXHIBIT B-1 – WORK (cont.)

Lessor's Work/ Lessor's Plans

The scope of work is as defined as follows:

- [\[Complete\]](#)



EXHIBIT C

PARKING & SPECIAL PROVISIONS

1. **Parking.** Lessor will provide parking at the Facility of at least such minimum number of parking spaces as set forth below:

<u>Description</u>	<u>Number of Units</u>	<u>Charge per Unit</u>	<u>Total Charge</u>
[Complete]	[Complete]	[Complete]	[Complete]
[Complete]	[Complete]	[Complete]	[Complete]
TOTAL	[Complete]		[Complete]

The Charges for any parking privileges will be as described above, subject to adjustment, payment, and other terms as described on the Exhibit for “Rent and Other Charges,” if any; otherwise, all fees, costs, or other charges for any parking privileges for which no Charges are set forth above will be deemed included within Base Rent. With respect to any reserved parking spaces, if any, Lessor will mark such spaces as reserved for Lessee’s use at Lessee’s request; provided, that Lessor will in no event be liable if others use such reserved spaces without Lessee’s consent. Notwithstanding the foregoing, if the University is Lessor, then all parking at the Facility, including Lessee’s rights under this Lease, shall be subject to its standard parking rules and regulations, including its standard charges, as updated, supplemented, or amended from time to time.



EXHIBIT D

RENT AND OTHER CHARGES

1. **Base Rent Adjustments.** Base Rent will be adjusted during the Term as set forth below:

<u>Base Rent Period</u>	<u>Base Rent</u>	<u>Notes</u>
From Rent Commencement Date until [Complete]	(see Basic Terms)	("Initial Base Rent")
First Extension Term [Complete]	[Complete]	(see below)
Second Extension Term [Complete]	[Complete]	(see below)
Third Extension Term [Complete]	[Complete]	(see below)
Fourth Extension Term [Complete]	[Complete]	(see below)

a. **CPI Adjustments.** For each Base Rent Period for which a CPI adjustment is specified above, Base Rent during such Period will be adjusted to equal the Initial Base Rent multiplied by a fraction of which the numerator is the CPI last published before the first day of such Period and the denominator is the CPI last published before the Rent Commencement Date; provided, that in no event will any CPI adjustment cause Base Rent to decrease from the preceding Period or cause it to increase more than 3% from the preceding Period. For purposes hereof, CPI means the "Consumer Price Index – All Urban Consumers, U.S. City Average, All Items" as published by the Bureau of Labor Statistics, United States Department of Labor, or successor index ("CPI"). Lessor is responsible for calculating each CPI adjustment and giving notice to Lessee thereof within a reasonable time after the applicable CPI is available, after which Lessee will pay adjusted Base Rent for the relevant Period (including a retroactive adjustment for any deficiencies in previously-paid Base Rent for such Period) or until the next adjustment, as the case may be, in accordance with the Lease. Pending such notice, Lessee will continue to pay the same Base Rent as was due immediately prior to such Period.

2. **Time Limitations.** Time is of the essence in the proper notice from Lessor to Lessee with respect to: (a) any retroactive adjustments or reconciliations resulting in any increased amounts payable by Lessee pursuant to this Exhibit, and (b) any Charge to be incurred, calculated, or otherwise determined and then invoiced by Lessor before being paid by Lessee pursuant to this Exhibit; Lessor will not be entitled to any payments for such retroactive increases more than 12 months before the relevant notice or for such Charges that were determined or reasonably determinable more than 12 months before the relevant invoice.