

LEASE AGREEMENT

Parties

Landlord/Owner: Larry and Nancy Ness

Landlord's Agent: Foremost Property Services (Acting on Landlord's Behalf)

Tenants: _____, _____, _____, and _____.

Written permission must be obtained from Landlord's Agent for anyone other than Tenant(s) named above and their dependent children to live on the premises.

Property Location

Street Address: _____
Manhattan, KS 66502

Term

The term of this agreement shall begin commencing on _____, 201__ and terminating at noon, _____, 201__.

Rental Payments

Monthly rental payments shall be \$_____. The first rental payment is due on the 1st day of ____, 201__. All other rental payments are due on the first day of each month. Checks should be made payable to **Larry D. or Nancy J. Ness** and should be paid at 1916 Bluestem Terrace, Manhattan, Kansas 66502-4509.

Utilities and Maintenance

Utilities shall be paid as indicated on the chart below or as agreed to on the attached utility schedule.

<u>Utility</u>	<u>Landlord's Expense</u>	<u>Tenant's Expense</u>
Electricity		X
Gas		X
Water & Sewer		X
Trash-Weekly Service Required		X
Yard Care (all year around)		X
Telephone & Cable TV	Not applicable	All expenses

Utilities, maintenance, and yard care, which are to be paid by the tenant, are to be maintained throughout the lease term even if you have vacated the property prior to the end of the lease.

NOTE: All utilities (electricity/gas/water/trash) must be "on" or services available until the end of the lease period or move-out, whichever is latest. If this condition is not met, a fee of Fifty Dollars (\$50.00) will be assessed by the Landlord's Agent for the inconvenience and for having the utilities turned "on" or obtaining needed services plus the cost of utilities until all tenant responsibilities have been completed.

When tenant(s) are responsible for yard care, tenant(s) shall take good care of the grass, lawn, and trees and shall mow and trim said items. This includes snow and ice removal from sidewalks and stairways.

Security Deposit

Tenant(s) shall pay Landlord or Landlord's Agent a security deposit of \$_____, which is due and payable at lease signing, the receipt of which is hereby acknowledged.

Unless stated otherwise, each tenant listed above owns an equal share of the total security deposit.

At the end of the lease agreement, the security deposit may be used by the Landlord or Landlord's Agent to cover the payment of past-due rent, damages to the property above and beyond normal wear and tear, and/or other expenses Landlord has suffered because tenant(s) have not complied with the terms of this agreement. ***The tenant(s) may not use the security deposit as payment of the last month's rent.***

Landlord or Landlord's Agent shall return the balance of the security deposit, accompanied by an itemized list of deductions (if any) to tenant(s) in accordance with the Kansas Landlord/Tenant Act.

Security deposit will be forfeited if lease is broken by LESSEE.

Sale Of Property

In the event of the sale of the premises by Landlord, the tenant(s) agrees to release the Landlord and Landlord's Agent from any liability, express or implied, to the terms of this lease upon the sale of the premises, and to look solely to the successor Landlord for responsibility of the terms of this lease. Landlord or Landlord's Agent, upon the sale of the premises, will transfer tenant(s) security deposit to new Landlord.

Late Fee And Other Charges

Tenants shall pay a five percent service charge for rent payments received after the 3rd day of each month (the service charge shall be paid beginning on the 4th day of the month) and shall pay a charge of \$10.00/day for each succeeding day until the rent payment is received by the Landlord's Agent.

For any check returned, non-sufficient funds, unauthorized discounted rent or for any other reason, a fee of the greater of \$35.00 or the standard late fee as stated above, may be assessed.

Subleasing

Tenant(s) shall not assign this agreement or sublet the dwelling unit without the written consent of the Landlord's Agent. A one time sublet fee of \$100 will be charged prior to the new tenant(s) occupancy. Tenant(s) will continue to remain liable for the lease, and tenant(s) security deposit(s) will remain on account until the end of lease agreement. If desired an additional security deposit(s) can be collected from the sub-lessee(s). The sub-lessee(s) are subject to Landlord's Agent pre-approval of application before subletting the dwelling unit.

Inspection

Landlord's Agent and tenant(s) shall inspect the property. A detailed record of the condition of the premises shall be completed in writing on an inspection sheet. The inspection sheet shall be signed by both tenant(s) and Landlord's Agent and both shall receive a copy.

Pets

NO PETS are allowed unless specific PRIOR permission is granted by the Landlord's Agent in writing and prior to any pet being present in the premises. If a pet is found on the premises, even if only for a day without prior notification of the Landlord's Agent, a \$200.00 non-refundable charge will be assessed against the security deposit and \$200.00 additional security deposit will be immediately due and payable.

Landlord Entry

Landlord or Landlord's Agent may, after reasonable notice, enter the dwelling unit at reasonable times in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors. Landlord or Landlord's Agent shall not abuse the right of access or use it to harass tenant(s).

Termination

Upon termination of the agreement, tenant(s) shall vacate the premises, return keys to Landlord's Agent, remove all personal property, and leave the premises in a condition as good as that indicated on original check-in list, reasonable wear and tear excepted. Tenant(s) will hire professional steam cleaning company to clean all carpets upon vacating property prior to the checkout, so that all carpets are thoroughly cleaned to high standard. Cleaning of the unit may be accomplished by the tenant or by a professional cleaning company. Should either of these not be accomplished, Tenant(s) does hereby agree that Landlord's Agent may deduct the cost to clean and deodorize carpets and have the unit professionally cleaned from the deposit plus a \$50.00 management charge for each service not accomplished.

Abandoned Property

Any property found in or about the premises after termination of this lease agreement by tenant(s) or vacating of the premises by tenant(s) shall be considered abandoned, and Landlord or Landlord's Agent may dispose of the same as Landlord or Landlord's Agent sees fit without compensation to tenant(s). Cost of disposal shall be at tenant's expense.

Tenant(s) Warrants

Tenant(s) shall maintain the premises in a clean and habitable condition and shall notify the Landlord's Agent of repairs as needed. No substantial alteration, addition, improvements, painting, or redecoration shall be made by tenant(s) in or to the dwelling without the prior written consent of Landlord's Agent.

Noise Agreement

The property shall not be used in any manner that interferes with the peaceful possession of adjoining premises by neighbors. Tenant(s) agree that they or their guests shall not make any disturbing noise before 10:00 a.m. or after 10:00 p.m. Singing, playing on a musical instrument, loud operations of a television set or electrical equipment, loud talking, parties, unnecessary or boisterous conduct are not permitted **at any time**, if disturbing to other tenant(s) or neighbors.

The first warning will be issued to the Tenant(s), specifying the complaint that was filed. The second complaint issued to the Tenant(s) will be assessed a \$100.00 charge. The third complaint will be a \$200.00 charge toward the Tenant(s) and will continue to increase in fines as warnings are issued if the Landlord's Agent has not declared the lease to be in default.

Default

If tenant(s) defaults in the prompt payment of rent, or violates any of the terms of this lease agreement, Landlord or Landlord's Agent may declare this lease terminated and may elect to release premises, charging tenant(s) for any deficiency. Tenant's absence from the premises for five (5) consecutive days while any portion of the rent is delinquent shall give Landlord or Landlord's Agent the right to declare the property abandoned. Upon any violation herein, Landlord or Landlord's Agent shall have the right to institute a forcible entry and detainer action in the proper court, obtain a writ of possession and pursue all other remedies provided by law. No prior written notice shall be required before filing a suit for eviction or damages, except as otherwise required by Kansas Law.

Liability

Landlord or Landlord's Agent shall not be liable for damages or losses to person or property of tenant(s) or tenant's invitees from theft, vandalism, fire, water, rain, acts of God, interruption of utilities, acts of others, or other causes whatsoever. Tenant(s) should insure their property against above and similar losses including personal liability.

Additional Areas

It is expressly understood and agreed by tenant(s), that if Landlord or Landlord's Agent shall furnish any automobile parking, carports, laundry space, "common areas" as defined below or any other facilities, outside of the premises to tenant(s), it will be deemed gratuitously furnished by Landlord and that if any person shall use the areas, such person does so at his or her own risk and upon the express understanding and stipulation that Landlord or Landlord's Agent shall not be liable for any loss of property through theft, casualty, or otherwise, for any damage or injury whatsoever to person or property.

"Common areas" as used above shall include if applicable; sidewalks, halls, stairways, parking areas, drives ways, lawns, laundry areas, storage areas, and other such areas available for use by tenant(s). Tenant(s) will park only in areas designated by Landlord and are responsible for getting city parking permits if applicable.

Other Agreements

- A. Trash shall not be allowed to accumulate on the premises and must be regularly removed to proper covered trash receptacles or a fine will be charged as determined by the Landlord's Agent.
- B. In the event the premises is rented by more than one person, each person shall be **jointly and severally liable** for the rent due and damages caused by tenant(s) and to terms binding this contract.
- C. Tenant(s) shall notify Landlord's Agent if they are to be gone for more than seven days.
- D. No waterbeds shall be allowed unless agreed to in writing by the Landlord's Agent. If approved, tenant(s) accept responsibility for all damages caused by waterbed. _____
- E. Occupancy of the premises for one or more days of each month shall obligate the tenant(s) to a full month's rent.
- F. ***When rent is paid by more than one person, all payments are to be made with one single check. Failure to do the above can result in Landlord's Agent requiring payment to be made by one type of payment in cash or money order on the first day of each month.***
- G. *No smoking, and no incense or other odor producing items shall be used, on the premises.*

- H. Except for use as an emergency exit, tenant(s) and their guests are **ABSOLUTELY NOT ALLOWED** to be on the roof of the property.
- I. If applicable, a signed co-signature agreement is required to be complete, signed and promptly returned. If not received within 10 days of tenants signing the lease, Landlords Agent may at their sole discretion void the lease and release the property to another party.
- J. **Contact tenant (if applicable)**
When multiple tenants occupy a property, one must be designated as the contact tenant. The tenant named as contact tenant is _____.
- K. Tenant(s) are to comply with all city ordinances and laws of The State of Kansas and The Federal Government, and to hold harmless the owner on account of all charges and damages for nonobservance thereof. Illegal activities, such as the use of drugs, prostitution, etc., will not be permitted or tolerated.
- L. For properties with vinyl siding, tenants hereby agree to a damage charge to repair any siding damaged due to too close proximity of BBQ Grills or other heat-related appliances.
- M. No additional locks are permitted on any doors. Installation of any new locks will constitute damage to the premises and will result in a charge against the security deposit.
- N. Tenants agree to park in designated parking areas only. Tenant also agrees no inoperative or unsightly vehicle shall be stored or parked on the premises; also, no mechanical work will be performed on any vehicles in the parking lot or living area. Tenant also agrees that no trailer, camper or boat will be stored in any parking space without written permission.
- O. Tenant agrees that toilet, sinks, garbage disposals and any plumbing apparatuses are used for no other purposes than those for which they are designed. Tenant shall be responsible for repair of any items which are not the result of a mechanical failure, including any extenuating damages due to tenant failure to report the malfunction. Tenant shall be responsible for all stoppage for garbage disposals due to bones, corncobs, potato peels, celery, banana peels, pasta, rice or other fibrous items, all of which are not permitted. Tenant is also responsible for sewer problems due to resulting from improper waste disposal such as flushing paper towels, feminine hygiene products or any other non-appropriate items down the toilet (only human waste and toilet paper are acceptable).
- P. Landlord is not responsible for any personal or property loss or damages due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer, or any other public or privately supplied utility or service because of conditions beyond the control of the landlord. This includes both Acts of God and man-made failures and shortcomings. Residents also agree to permit landlord to temporarily turn off utilities for required maintenance.
- Q. If the property has a fireplace, the tenant specifically agrees to have the chimney cleaned prior to any use of the fireplace.

Landlord Warrants

Landlord shall make any necessary repairs, alterations and improvements to the dwelling unit, appliances and furnishings with reasonable promptness at Landlord's expense, except as otherwise provided in this agreement.

Smoke Alarm Release

The tenant(s) understand that upon their tenancy they will personally check the smoke alarm in the unit which is provided to make sure that it is in working order. The tenant(s) are to maintain the alarm and keep fresh batteries in the mechanism and failure to do so absolves the landlord, or agent from any responsibility for losses due to the tenant(s) negligence or malfunction of the alarm. Failure to comply can result in a fine. The tenant(s) agree to contact in writing the manager in the event that the alarm is malfunctioning.

By signing below, I state that I have read and understand this lease and agree to all of its terms.

Date of Agreement _____, 201__

Landlord's Agent _____
Larry D. or Nancy J. Ness, Foremost Property Services

Tenant _____

Tenant _____

Tenant _____

Tenant _____