

**SECTION A - LEASE AGREEMENT AND RENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ for the property at \_\_\_\_\_ hereinafter called Landlord and \_\_\_\_\_ hereinafter called Tenant(s).

1. It is mutually agreed as follows: The Landlord hereby leases to the Tenant the property known as \_\_\_\_\_ Lease begins the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Tenant shall pay \$\_\_\_\_\_ for the month of \_\_\_\_\_, 20 \_\_\_\_\_.
2. Tenant agrees to pay the total sum of \$\_\_\_\_\_ for the term of the lease in monthly installments of \_\_\_\_\_ for \_\_\_\_\_ months commencing on the 1st day of \_\_\_\_\_, 20 \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, payable in advance to Michael Hill Development on the 1st of each month. In the event that tenant fails to pay rent within (3) days of the due date of each installment, Tenant agrees to pay a penalty of \$25.00 on the 4th day and \$5.00 per day late charge for each consecutive day thereafter until the rent is paid in full.
3. A security deposit of \_\_\_\_\_ dollars (\$\_\_\_\_\_) collected from Tenant shall be held by the Landlord as security against loss from damage, late charges, NSF fee(s), utilities, fines, or any other breach of this contract by the Tenant and shall be refunded to Tenant within thirty (30) days of the effective termination date of this contract provided that, upon inspection, the Premises are found to be in the same condition as at the beginning of the contract with normal wear and tear not exceeded, and provided that the covenants, agreements, and conditions on the part of the Tenant have been complied with entirely. Tenant must follow **proper checkout procedures** per Landlord instructions and agrees to provide Landlord with forwarding address. **Tenant understands the security deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent.** If Tenant attempts to apply the security deposit to rent, the security deposit shall be forfeited and Landlord may recover the full rent and damages due as if the deposit had not been applied or deducted from the rent due. This security deposit shall be held without any duty interest and shall be held in accordance with the laws of the state of Kansas.
4. The lease Premises shall be occupied only as a strictly private dwelling and for no other purposes and shall not exceed as permanent residents for \_\_\_\_\_ single adult(s) as signed hereunder or as husband and wife as hereunder signed and members of the immediate family.
5. Tenant agrees that he/she shall not allow anyone to share Premises, keep roomer or boarder, nor assign, sublet or transfer said Premises or any part thereof.
6. Tenant(s) is (are) individually, jointly and severally bound to this lease contract **in full not in part.**
7. Tenant shall vacate the Premises on or before 4:30 p.m. on the expiration date set forth above and **must give written notice to Landlord of intentions no less than 30 days before the end of the original term of the lease agreement.** Any property of the Tenant remaining on the Premises shall be deemed to be **abandoned** by the Tenant, and Landlord may remove and dispose of such property without any liability to Landlord therefore, and said property so abandoned shall be and become the property of the Landlord.
8. Tenant agrees that if this lease agreement is terminated at the ending of the lease, Tenant shall permit Landlord the right to show the property at reasonable hours during the last 30 days of occupancy. Tenant agrees that upon vacating the property he/she will return all keys and possessions back to Landlord.
9. Tenant shall pay \_\_\_\_\_ utilities. **Utilities** shall be in Tenant's name on the date lease begins and remain in Tenant's name until lease expiration. If in the event any utility not provided by Landlord rolls over into Landlord's name, an additional fee of \$50.00 will be assessed on each utility bill received.
10. Tenant agrees that if it becomes necessary to break this lease for the reason of uncontrolled (PCS/ETS/DEPLOYMENT) permanent **military transfer** from Fort Riley, Kansas, tenant will give written proof of transfer orders along with written notice (30) days prior to the next rental due date. It is understood and agreed between the parties that the Effective Termination Date shall be established (as that date which falls thirty (30) days after the first day on which the next rental payment is due and payable after the date on which the notice and orders are delivered.) For example, should the Tenant deliver notice and orders on February 6<sup>th</sup>, and the next rental payment date is due on March 1<sup>st</sup> then the Effective Termination Date would be established to be March 31<sup>st</sup> pursuant to SCRA. If landlord or his agent determines that no damage, repair or cleaning expense is necessary and the conditions of the paragraph are met, then the damage deposit will be refunded within thirty (30) days of the effective termination date. Tenant understands that this lease agreement cannot be terminated for any reason other than stated above in this paragraph.
11. Tenant agrees that if he/she fails to pay rent in full when due or fails to abide by the conditions above and any rules and regulations, then at the Landlord's option, this lease shall be forfeited, and upon (3) days written notice by Landlord, Tenant agrees to surrender the Premises to the Landlord in the same condition as when Tenant received possession. Upon surrender, Tenant agrees to remain bound for the lease in full until such time as Landlord is able to release the Premises through diligent and reasonable efforts with **releasing fees applied.**
12. Tenant agrees that **no painting**, alterations, modifications, or additions shall be made to the premises by the Tenant without written approval of the Landlord, and if consent is given, the same shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at termination of lease agreement.
13. The Landlord reserves the right to enter, at his option, or to authorize his agent to enter the Premises for the purpose of performing and/or checking any maintenance, repairs, code violations or lease violations said Landlord may consider necessary or desirable to ascertain compliance with rules or regulations, or for said purpose Landlord may consider reasonable and just. Tenant also agrees to comply with all **city ordinances** and laws of the State of Kansas.
14. The Landlord or his agent shall not be liable to the Tenant or any person claiming through the Tenant, for injury to the person or loss of, or damage to Tenants property for any cause. Tenant shall not damage or allow to be damaged, the Premises or permit any public nuisance, or other act or thing which the Landlord determines may disturb other Tenants. Tenant further agrees to obey all laws and ordinances affecting said Premises, to repair, through Landlord, any damage that occurs through fault of Tenants or Tenant's guests, and to repay Landlord the cost of all repairs made necessary by the Tenant or Tenant's guest.
15. Tenant agrees that Tenant will secure **renter's insurance** for Tenant's personal property and liability of Premises. Policy shall include coverage for, but not limited to theft, fire, water damage, flooding, acts of God (including flood water), utility loss, sewer back up, mechanical failure and Tenant negligence including, but not limited to, negligent or accidental activation of sprinkler system caused by Tenant or guest(s).

**SECTION B - RULES AND REGULATIONS**

1. Tenants acknowledge that the following rules and regulations are in full force and effect for the leased Premises and Tenant acknowledges that he/she has notice of these rules and regulations at the time he/she enters into this rental agreement and Tenant agrees to be bound and abide by all of the following rules and regulations, said acknowledgement being indicated by Tenant's signature below. Tenant understands it is Tenant's responsibility to obtain and follow **proper**

**checkout** and cleaning procedures required by Landlord. **Deductions** will be made in accordance with the Landlord's damage, cleaning and repair cost schedule.

2. Tenant is to maintain premises in good and clean condition, including carpet, walls, doors, storm doors, screen doors, windows, screens, drapes and blinds, and assume responsibility for glass breakage caused by negligence of Tenant. Tenant is to see that all screen doors and windows are closed at all times necessary to prevent wind and water damage, and be responsible for repair or replacement due to damage. Tenant agrees to maintain **smoke alarms** in good working order and check or replace batteries when necessary. Tenant is responsible for stacking firewood in a neat manner out of the way of other Tenants and for removing firewood in the spring. Tenant will maintain sidewalks, driveways, parking spaces and lawns free of rocks, mud, toys, trash or other items which may be hazardous or unsightly. Tenant will replace or clean **furnace filters** on a **monthly** basis and will not store anything within 3 feet of furnace or hot water heater in furnace closet. Thermostats shall not be set below sixty (60) degrees during winter months to avoid frozen pipes.
3. Tenant will not alter the Premises or erect any fence, storage building or other apparatuses or disturb any ground cover or landscaping. Tenant and/or guests will use toilets, lavatories, sinks, garbage disposals, dishwashers and any plumbing apparatuses or electrical devices only for the sole purposes for which they are intended and designed.
4. Tenant will keep all fixtures and apparatuses in good working condition at all times and will report immediately to Landlord or manager any repairs that are necessary so that Landlord can make said repairs. Tenant agrees that if he/she **fails** to report and make immediate arrangements with Landlord for repairs, that Landlord or his agent may make said repairs and Tenants shall pay for expenses incurred. 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.
5. Tenant shall be responsible for all stoppage of garbage disposals, sinks, and toilets. Bones, corncobs, noodles, banana peels and other fibrous items are not permitted to be put in garbage disposals.
6. Tenant agrees to be responsible for any **smoke damage** caused by candles, smoking, fireplaces, etc., to use only small nails for hanging items on walls, and not to attach anything to doors, woodwork, cabinets, or ceilings. Items with adhesive backing are not permitted.
7. Tenant agrees to use diligence in the care and protection of the Premises, to keep Premises free of any trash, cigarette butts, or unsightly objects, both inside and outside the building and surrounding area.
8. All damage to building caused by the moving or carrying of items into or out of the building shall be paid for by the Tenant.
9. Tenant agrees to surrender the Premises together with the furnishings and fixtures at the termination of the lease in the condition as when received. To have carpet **professionally steamed cleaned**, by a professional approved by the Landlord, upon vacating the property or if Landlord finds that Tenant has not maintained carpet during any time of occupancy then Landlord may require the carpet be cleaned at that time. If apartment is not up to Landlord standards for cleaning and repairs, additional charges will be deducted from security deposit.
10. **No pets allowed. If a pet is discovered on the Premises, even temporarily, the Tenant shall be assessed \$300.00 per incident / per pet. Tenant(s) agrees that repeated violations are grounds for eviction.**
11. Bicycles are not permitted inside the building or on decks and must be parked in bike racks located outside the building.
12. No additional locks shall be permitted upon any doors.
13. Tenant(s) understands and agrees to have no open flamed objects in unit or on balcony/patio. No charcoal grills, torches, etc. are allowed on Premises. Only gas grills in good working order are allowed on decks.
14. **No waterbeds**, hot tubs, or water devices are permitted without Landlord's written approval.
15. Tenants and their visitors will conduct themselves in a manner which will not be destructive to the property or interfere with the rights or comforts of other Tenants. No Tenant shall disturb the quiet enjoyment of his/her neighbors and shall not play musical equipment, stereos or television at any time at such volume which will disturb other occupants. Tenant(s) shall be responsible for all guests' and invitees' actions on the Premises. All noise and disturbance complaints shall be reported immediately to the local police. **No parties are permitted on the premises.**
16. Tenant shall notify Landlord or his agent of any extended absence from the Premises in excess of (5) days.
17. Tenant agrees no inoperative or unsightly motor vehicle shall be stored or parked on Premises, also no mechanic work will be performed on any vehicles in parking lot. Tenant agrees that no trailer, camper, or boat will be stored in any parking space without written permission.
18. Tenant agrees that the Landlord or his agent reserves the right to make such other rules and regulations as may be needful for the protection and well being of Tenants and leased property.

**ADDITIONAL DUPLEX, FOURPLEX & SINGLE FAMILY RESIDENCE RULES**

19. Tenant is to be liable and responsible for the following items of general maintenance on a daily or as needed basis:
  - (A) Water the lawn and all shrubs and bushes, keep Premises free of weeds, maintain shrubbery boxes and rock areas as such and not as children's play areas, trim all shrubs and bushes neatly, and maintain the lawn, shrubs, and bushes in healthy condition. The division of responsibility is based upon Landlord's division of Premises. Landlord reserves right to use Tenant(s) water to maintain lawn, shrubs, and bushes in healthy condition. Tenant(s) agree to not let Premises become unsightly and that the upkeep of residence shall be as good or better than the rest of the neighborhood.
  - (B) **Disconnect lawn hoses** from outside water faucets during fall and winter months. Maintain driveways and sidewalks free of ice and snow. Maintain downspouts in good condition.
  - (C) Duplex and Single Family Residents **are** responsible for mowing, trimming, and fertilizing. Fourplex residents **are not** responsible for mowing, trimming, and fertilizing.
20. Tenant expressly states that he has read the provisions of this lease and agrees to be bound thereby and that no oral agreement contrary to the above is binding.  
IN WITNESS, whereof the parties have executed this agreement as of the above date.

\_\_\_\_\_  
MICHAEL HILL DEVELOPMENT

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TENANT DATE

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TENANT DATE

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TENANT DATE

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