

LEASE AGREEMENT

Parties

Landlord/Owner: _____

Tenants: _____

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: _____

Apt # _____

Term

The term of this agreement shall be month-to-month, commencing on _____

The term of this agreement shall begin commencing on _____ and terminating at noon, _____. If the Landlord's Agent is not given thirty days written notice on or before the first day of the month the lease is terminating, at the landlord's option, this lease can be renewed for an additional term equal to one year with no notice of the said renewal required.

Occupancy of the premises after the lease termination date at noon shall obligate the tenant(s) to a full month's rent. No rents will be prorated on a daily basis without the prior written consent of Landlord or Landlord's Agent.

Rental Payments

Monthly rental payments shall be _____. The first rental payment is due on the _____ day of _____ . All other rental payments are due on the first day of each month. Checks should be made payable to _____ and should be paid at _____ . If applicable, first month's rent is prorated for _____ days at \$ _____ per day, for a total of \$ _____ .

Utilities and Maintenance

Utilities shall be paid as indicated on the chart below. Utilities with percentages are the tenant(s) responsibility and Will be billed by Alliance Property Management, Inc. If applicable, it is the tenant(s) responsibility to call the landlord for the utilities balance by the 5th of each month and include it with the rental payment.

Utility	Landlord's Expense	Tenant's Expense
Electricity		
Gas		
Water & Sewer		
Trash-Weekly Service Required		
Yard Care		
Telephone & Cable TV	Not applicable	All expenses

Utilities with percentages are billed by Owner and due upon receipt.

Utilities, propane, 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. Should this not be done, Tenant(s) hereby agree that the Landlord's Agent may deduct the cost of utilities and yard care from their deposit(s).

When tenant(s) are responsible for yard care, tenant(s) shall take good care of the grass, lawn, and trees and shall mow; trim and water said items.

Security Deposit

Tenant(s) shall pay Landlord or Landlord's Agent a security deposit of \$ _____ plus a pet deposit of \$ _____ for a total of \$ _____ .

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

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. **No Part of Deposit** at any time during the lease period may be used for the payment of rent or as last month's rent. Tenant(s) agrees that by doing so, to the forfeiture of full deposit and further agrees that rent shall be due as if the deposit had not been applied or deducted from the rent. Should rent not be paid in full at tenant's departure, then tenant(s) in fact by such action agrees that tenant(s) request that "last month's rent" be paid from deposit and deposit forfeiture rule is therefore to be enforced.

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.

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

A late charge of 10% will be assessed on unpaid rents received later than the fifth day of each month at 5:00 pm. Rent payments received through the mail after the fifth will be considered late and subject to a late charge. A check Dated after the fifth day of the month may be considered late and subject to a late fee. For any check returned, Non-sufficient funds or for any other reason, a fee of \$30.00 may be assessed.

Cancellation

Landlord's Agent is entitled to a cancellation fee of 50% of the monthly rent or \$300.00, whichever is greater. Landlord's Agent is also entitled to any out-of-pocket expenses for advertising and other related costs of the cancellation. Such lease termination must be agreed upon in writing by Landlord's Agent and tenant(s) and does not cancel the existing lease unless a qualifying replacement tenant(s) is found. The agreement to an early termination is entirely at the discretion of the Landlord's Agent, and all substitute tenants must be approved by all remaining tenants prior to moving into the unit. For roommate changes, the cancellation fee will be \$200.00 per roommate canceling, not to exceed the cancellation maximum..

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 \$150 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 subleasee(s). The subleasee(s) are subject to Landlord's Agent pre-approval of application before subletting the dwelling unit, and must be approved by remaining tenant(s).

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. If tenant(s) do not make any changes within 5 days of move-in, the sheet will be deemed accurate as delivered.

Pets

NO PETS are allowed unless otherwise noted elsewhere in this agreement. Landlord and Landlord's Agent will not be responsible for any reason for the escape, injury, or death of a tenant's pet. If any unauthorized pet(s) that is noted at the property (even for a day) this will constitute an automatic charge for professionally cleaning and deodorizing of carpets. Unauthorized pet(s) will constitute a onetime warning, after the deliver of a warning; then a \$50 per day fine will be assessed for each day the pet is not removed. The charges will not cover damages or destruction by pets from violation of this policy.

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

Landlord/Landlord's Agent or tenant(s) shall have the right to terminate a month-to-month tenancy by giving written notice to the other party at least thirty days before a periodic rent date (the first day of the following month).

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. **Upon vacating the premises, all carpets will be professionally cleaned at tenant(s) expense. If any pets were present, the carpets will also be deodorized. The Landlord or Landlord's Agent is hereby entitled to deduct these expenses from the tenant(s) security deposit.**

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, 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 \$25 charge. The third complaint will be a \$50 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 relet 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, driveways, lawns, swimming pool areas, clubhouse, activity rooms, recreations areas, laundry areas, storage areas, elevators, 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 trash receptacles or a fine will be charged as determined by the Landlord's Agent.
- B. **If two or more persons are contracting as Tenant(s) in this agreement, it is understood that each Tenant is jointly and severally liable for the obligations assumed by the terms of this lease. If one Tenant vacates the premises before the termination date, the remaining tenant(s) continue to be Individually responsible for the full amount of rent under this agreement.**
- 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. ***When rent is paid by more than one person, all payments are to be received by Landlord's Agent at one time.***
- F. ***No smoking, and no incense or other odor producing items shall be used, on the premises.***

Other Agreements-Continued

- G. Except for use as an emergency exit, tenant(s) and their guests are **ABSOLUTELY NOT ALLOWED** to be on the roof of the property.
- H. 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 rerent the property to another party.

I. **Contact tenant (if applicable)**

- J. 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.

- K. If checked, the attached are included as lease agreement addendum's:

_____ Owner for Sale Option	_____ Pets Allowed Option	_____ Co-Signer Addendum
_____ Military Clause Statement	_____ Section 8 Addendum	_____ Lead Paint Addendum
_____ Noise Agreement	_____ Apartment Complex Rules & Regulations	

- L. The following furniture/appliances are provided by the landlord:

__Refrigerator(s)	__Dishwasher(s)	__Window A/C Unit(s)
__Range(s)	__Washer & Dryer	Other _____

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. Landlord agrees to make necessary repairs to the premises for amounts over \$ _____ if not incurred by tenant(s) damage or neglect.

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. The tenant(s) agree to contact in writing the manager in the event that the alarm is malfunctioning.

Contingencies

This lease is contingent upon the following:

- 1. Verification of rental applications and Landlord's Agent's approval (circle one). YES NO
- 2. Inspection approval of rental property per Section 8 Housing or Military Housing (circle one). YES NO
- 3. _____

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

Date of Agreement _____ Landlord's Agent _____

Tenant _____ Tenant _____

Tenant _____ Tenant _____

Tenant _____ Tenant _____