

LEASE-RENTAL AGREEMENT

THIS LEASE is made this, _____ day of _____, 20____, between RIVER CITY RENTALS OF KANSAS, LLC, hereinafter called the Landlord, and _____ hereinafter called the Tenant(s).

The undersigned hereby agree to the following:

1. TERMS

The Landlord leases to the Tenant and the Tenant leases from the Landlord for a term of _____, beginning on _____, and terminating on _____, the premises known as _____, in the City of _____, State of Kansas, for use as a one-family dwelling only, at a rate of \$_____ per month. Rent shall be paid on the first (1st) day of each month. A \$30.00 plus \$2.00 per day late fee is charged to Tenant for payments made or postmarked after the 3rd day of the month to compensate for collection and service costs that may be incurred. Late fee continues to accumulate until paid in full. Tenant(s) acknowledge that failure to pay by the 3rd of each month constitutes a breach of agreement and grounds for consideration of eviction. This includes any outstanding fees. The Landlord will accept only cash or money orders for late payments.

_____ initials

There shall be no apportionment (prorating) of rent on a daily or weekly basis, with the one exception if occupancy begins after the (5th) fifth day of the month.

Prorated rent due for the period _____ at \$_____ per day is \$_____

Date paid _____

2. DEPOSIT

The Tenant agrees and understands that the cleaning & security deposit is not prepayment of rent, may be deposited in any bank or depository selected by the Landlord, may be co-mingled with the Landlord's funds, and the Landlord shall be under no obligation to pay or account to the Tenant for any interest or earnings accruing to Landlord from the use of any such deposit. The Tenant has deposited the following sum as a cleaning and security deposit to be held by the Landlord for application against the amount of cleaning or damage costs which the owner has suffered or the payment of past-due rent resulting from the Tenant's non-compliance with the Kansas Landlord-Tenant Act and the Rental Agreement. Deposit may NOT be used as last months rent for any reason.

Cleaning & Security Deposit: \$_____ Date paid _____ (must be paid before occupancy)

3. OBLIGATION

The total rent due under this agreement for its full term is \$_____. The Tenant shall be obligated for the total amount due. **Rent is due in advance and in full per the agreed terms.** On the fourth day that rent has not been paid per agreement, the Tenant will be charged a late fee as described in Paragraph 1 and given a three-day notice to pay in full or vacate the premises. Non-payment by the expiration of the 3-day notice may affect the filing of a petition at District Court for immediate possession.

_____ initials

4. RETURNED CHECK

Tenant will be charged \$30 for any check issued to the Landlord that is returned for insufficient funds. A returned check also puts the rent in past-due status, and the Tenant will be charged the late fees as described in Paragraph 1. Tenant will pay the full amount of the insufficient check and all fees within three days of notification by the Landlord. After a check has been returned, **all subsequent rents and fees must be paid by cash or money order.** Late fees and other charges accumulate until paid in full.

5. EARLY LEASE TERMINATION FOR DEFAULT

If Tenant becomes **ten days** in DEFAULT for non-payment of rent and has removed a substantial portion of belongings from the unit, Landlord may assume abandonment by Tenant, take possession, and dispose of any remaining property. Tenant understands that the Landlord would suffer monetary damages if this agreement were terminated before the expiration of the term provided for. Therefore, the Parties agree that if this rental agreement is terminated early either because of Tenant's default, or by the Landlord for reasons described in paragraph 6 (below), the Landlord shall be entitled to retain the cleaning & security deposit set forth above as liquidated damages. **No cleaning and security deposit nor any portion thereof is refunded unless the full term of the lease is satisfied.**

_____ initials

6. LANDLORD TERMINATION OF LEASE

The Landlord may terminate the lease early upon 30 days written notice to vacate unit and terminate lease for any of the following lease violations:

- Two or more consecutive late rent payments.
- Non-performance of property maintenance for which Tenant is responsible.
- Occupancy of the premises by an unauthorized individual or unauthorized possession of a pet.
- Tenant's noncompliance with any house rules, to include excessive noise, trash, filth, indecent or improper behavior, or criminal activity, including but not limited to evidence of illegal drug use or drug trafficking.
- Property damage caused by Tenant, guests, or pets that is not reported for repair within 30 days, or any additional property damage or expense caused by unreported maintenance problems.

7. DEPOSIT RETURN

Under Kansas statute, after the full term of the lease is satisfied, Landlord will return the Tenants' cleaning & security deposit within thirty days after clearing the property. If any of the deposit is retained, Landlord will provide the Tenant with written itemization of use of the deposit. The Parties understand that charges for cleaning or damages cannot be determined at the time of clearance, but will be itemized upon return of the remainder of the Tenant's deposit.

8. UTILITIES AND SERVICES

Responsibility for utilities and services is as follows:

	LANDLORD	TENANT
Water		
Electricity		
Gas		
Sewer		
Trash collection		
Snow removal *		
Lawn/Yard care		
Telephone		X
Cable TV		X

* Snow will be removed from driveways after 2 inches have fallen but not before near the end of the snow accumulation.

9. USE

The premises shall be used as a residence by the individuals named as occupants below, with no more than _____ adults and _____ children, and for no other purpose. Occupancy for over 10 days by anyone not named below will be in violation of this provision. To add someone to a lease an application must be completed and approved by Landlord. Landlord retains the right to request names of individual(s) visiting on any property.

Occupants: _____

10. PETS

No pet shall be brought onto the premises without **prior authorization of the Landlord**, and not until after the designated **\$150.00 per-pet fee** is paid. Pet must be neutered or spayed and house broken, and must be small to medium sized. **NOTE:** No Rottweilers, Pit Bulls, Chows, snakes or other potentially dangerous or exotic animals are allowed. *If*

an unauthorized pet is brought onto the property, tenant will be fined \$100 (in addition to the \$150 per-pet fee). This fine applies even if pet does not get authorized and has to leave the property.

Pet: _____

Landlord Authorization: _____

Additional Rent per pet per month: \$15/1 bdrm \$20/2 bdrm \$25/3 bdrm \$30/4 bdrm

Pet Fee: (not refundable) \$150 x _____ pet(s) = \$_____ Date Paid: _____

* If numerous complaints are received about the pet (i.e. dog barking, not removing feces immediately, odor), Landlord reserves the right to have Tenant remove the pet from the premises permanently. In this event, tenant's lease remains in effect. Pet fees are never refundable.

11. HOUSE RULES

Tenant agrees to abide by any and all house rules, city ordinances and laws, whether promulgated before or after the execution hereof, including but not limited to, rules with respect to noise, odors, pets, disposal of refuse, parking, use of common areas, and use of illegal drugs.

- Trash will be placed in plastic garbage bags. For buildings with dumpsters or containers, deposit bags **INSIDE** the dumpster provided. Do **NOT** put trash bags on the ground outside the dumpster.
- Children should not play in the parking areas or near dumpsters at any time.
- **No vehicles will be driven onto the lawn by the Tenant**, nor will the Tenant permit others to drive on the lawn for any purpose, including move-in or move-out.
- The Tenant shall allow no trailers, commercial trucks, recreation vehicles, or derelict vehicles to be parked or stored in the area.
- **No vehicle repairs will be made on the property.** The Landlord has the right to remove unregistered or derelict vehicles without permission of the Tenant, with no responsibility to the Landlord. Further, vehicles parked in other Tenant assigned spots will be towed at owner's expense.
- NO waterbeds are allowed on the property.
- **Tenants with dogs will walk the dog on a leash at all times and will immediately remove all feces from common-areas. Pet's may NOT roam hallways unleashed and without Tenant.**
- If tenant is excessively loud, a noise complaint letter will be issued and the rules as stated in the Landlord Tenant Act will apply.
- The Tenant understands that any inside corridor is NOT a place for play, and agrees that household items, toys, bikes, etc. may NOT be left or stored in the corridor of the building. Further, areas outside apartments, duplexes or houses may not be used as storage and must be kept neat and tidy.
- Tenant may not have a dish for satellite TV installed on property whether on pole or building.
- **Security doors are to remain locked at all times.** Propping of doors is prohibited.

12. MAINTENANCE AND REPAIRS

Tenant shall at his or her own expense, and at all times, maintain the premises in a clean and sanitary manner, and shall surrender all equipment, appliances, furniture and furnishings therein at termination hereof, in as good condition as received, normal wear and tear excepted. Unit must be cleaned per the Clearing Checklist provided at check out including the professional shampooing of carpet in the unit. The Tenant shall promptly repair, at his or her own expense, any damage to the property, replacement of broken windows or screens, which may occur by reason of his or her own negligence, or the negligence of members of the family, invited guests, or animals. Required maintenance and other repairs are to be paid/conducted as follows:

TENANT:

- Change light bulbs when burned out (maximum 60 watts).
- Pay total plumbing costs to unclog pipes resulting from Tenant negligence.
- Tenant will not put grease, oil, or fat down any drain at any time.
- Keep entryways and stairwells clean and clear of personal items.
- Set thermostats no lower than 72 F in summer, no higher than 70 F winter.
- Remove water hoses from outside spigots during cold weather to prevent freezing.

- Set inside water faucets to a slow drip during extreme cold conditions (15 F and below) to prevent freezing pipes, and maintain sufficient heat (55 F) during absences.
- Notify Landlord of any planned absence from the property in excess of seven (7) days.

LANDLORD:

- Make electrical repairs and plumbing repairs.
- Maintain air conditioner, furnace, water heater, dishwasher, refrigerator, range, and garbage disposal in working order.
- Maintain roof, external and internal doors, windows, paint, and building upkeep.

The Tenant shall notify the Landlord immediately of any maintenance condition needing attention.

NOTE: Landlord is not responsible for Tenant's personal belongings damaged from water as a result of leaking water fixtures, or any other source, including leaking foundations, fire, or breakage. Tenant is encouraged to have a Renter's insurance policy on all personal items. Tenant can be charged for repairs as a result of Tenant negligence.

13. ALTERATIONS

Tenant shall NOT paint, paper, redecorate, change locks, or make alterations to the premises. If unauthorized alterations are made, Tenant will be responsible for the cost to bring the property back to its original condition. Tenant will be charged for changing the locks. Tenant may not have a dish for satellite TV installed whether on building or pole.

14. SUBLEASING

The Tenant shall obtain written approval of the Landlord before assigning or subletting the premises during the term of the lease. Prospective subleases must complete and submit an application and pass a credit check to be approved for subleasing. In the event of an approved sublease, a \$75.00 administrative charge will be assessed to the Tenant.

15. MILITARY TENANT

In the event the Tenant is or hereafter becomes a member of the United States Armed Forces, the Tenant may be released from the terms of this Lease upon thirty (30) days written notice to the Landlord in any of the following events:

- a.** Permanent change of station order to depart from the Leavenworth area.
- b.** Release from Active Duty.
- c.** Change in orders to a different duty location prior to occupancy of the property.
- d.** Death of spouse.

NOTE: Military tenants are not released from the terms of this lease for the purpose of moving into on-post quarters. The Post Housing Office will retain a military member's name at the top of the waiting list for up to six months to allow fulfillment of a lease agreement.

16. LANDLORD RIGHT OF ENTRY

Tenant will allow the Landlord or any authorized agent of the Landlord to enter upon the premises after reasonable telephone notice and at reasonable times to apply routine insecticide treatments, to conduct inspection, or during the last 30 days of this Lease to show the premises to prospective new tenants. **In response to a Tenant's request for maintenance, maintenance personnel have right of entry during duty hours, whether or not Tenant is present.**

17. INITIAL AND CLEARING INSPECTIONS

The premises are to be jointly inspected by the Tenant and the Landlord upon possession, at which time all noted deficiencies or items of disrepair will be identified on the Property Condition Report. These checklists shall be the documents used to clear the Tenant upon expiration of the Lease.

Tenant must schedule and pass a joint clearing inspection at the expiration of the lease, at which time all keys are returned to the Landlord and the property condition is assessed. **Tenant is responsible for paying rent until all keys are returned to the Landlord.** Tenant must check out of unit no later than last day of any month. If that day is a Sunday, move out may roll to the following day but no later. Tenant will be charged an additional months rent if Tenant in unit at any time in the subsequent month.

Tenant is responsible for cleaning of the unit at termination of the lease and returning it to the Landlord in the same condition per the Property Condition Report. This includes but not limited to cleaning according to the Clearing Check

List provided by the Landlord which includes professional cleaning of the carpet, washing of walls to remove all smoke damage and dirt, removal of all possessions and general cleaning of unit.

18. LEASE RENEWAL

Unless at least one month prior to expiration of the Lease, written notice is given by either the Tenant or the Landlord of an intent NOT to renew at the end of the term, the lease will continue on a month-to-month basis, with an additional \$35.00 per month, until such time that a new term and rate is contracted. Month-to-month leases can be discontinued by either party with one full month's prior notice. Notice given after the 3rd day of any month will continue the lease through the end of the next full month. Rent is never prorated at the termination of a lease. All terms and conditions of lease remain in effect for a month-to-month lease.

19. ADDITIONAL CHARGES

The Landlord reserves the right to impose additional charges on the Tenant for such events as: voluntary lock change, getting let into a home from which the tenant has locked him/herself out, and other non-maintenance issues. Landlord retains the right to fine Tenant's not following rules and/or lease.

In the event of an eviction or any other reason the Landlord should have to take the Tenant to court, the Tenant will be responsible for all of the court costs, including attorney fees. If the Tenant does not fulfill the lease, any discounts applied upon move-in (i.e. move-in specials) will be owed back to the Landlord.

If the Tenant becomes default in payment to the Landlord and the Landlord is paying utilities, the Landlord can have the utilities shut off until payment is received.

The Landlord will accept only cash or money order for all late payments.

WHEN SIGNED, THIS BECOMES A LEGALLY BINDING CONTRACT. IF THERE IS ANYTHING IN THIS CONTRACT YOU DO NOT FULLY UNDERSTAND, WE RECOMMEND YOU CONSULT AN ATTORNEY. I CERTIFY THAT I HAVE READ THIS CONTRACT IN ITS ENTIRETY AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN.

Landlord or Agent: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____