



CONTRACT

FIRST PARTY: _____, LLC

SECOND PARTY: _____

CONTRACTED PROPERTY: _____

CONTRACT: This contract made this _____ day of _____, 2018. The sum of \$ _____ payable in _____ monthly installments of \$ _____ each month with payment to be made on the 1st day of each month.

If the lease is being started after the 1st day of a month, the prorated amount will be \$ _____ for _____ days of _____, 201_____.

The total first payment of \$ _____ is due at move-in, or renewal, on _____, 2018.

This contract shall be for a minimum period beginning at, or after, 1:00 p.m. on _____, 2018, to _____, 2019 before 12:00 (noon). All renewals will roll into the next term agreement. All rental to be paid to 1st Party through online portal, or at one of the two black drop boxes located at 605 Eldridge building A, Lawrence, KS, 66049, and Congressional Townhomes #C-5, Lawrence, KS, 66049, or at such other place as may be designated from time to time. No cash will be accepted, all payments must be made through the portal or by check/money order.

LATE RENT: A \$35.00 late fee will be assessed on any rentals received later than the fifth (5th) day of any month and if not paid by the tenth (10th), an additional \$5.00 per day will be charged. In addition to late fees, a \$30.00 fee will be assessed for checks returned by the bank. Holidays and vacations will not be considered for late payments.

UTILITIES: Shall be paid promptly by 2nd party. Utilities shall be in 2nd Party's name on the date the lease begins and remain in 2nd Party's name until lease expiration. If utilities are turned off before the last day of the lease term, a \$100 fee will be deducted from 2nd Party's security deposit. 2nd Party pays all utilities, 1st Party pays none.

CONDITIONS OF LEASE:

1. SECURITY DEPOSIT

a. 2nd Party agrees to pay a security deposit in the following sum of \$ _____ to be held by the 1st Party for application against the payment of accrued rent, loss from damage, or any other breach of this contract by 2nd Party which the 1st Party has suffered by reason of the 2nd Party's non-compliance with Section 16 of the Kansas Landlord-Tenant Act and the Rental Contract. Security deposit shall be refunded to 2nd Party within thirty (30) days after the expiration of this contract, provided that, upon inspection, the Premises are found to be in good condition as that at the beginning of the contract; and provided that the covenants and agreements, and conditions on part of 2nd Party have been complied to the final month's rent. This security deposit shall be held without any duty to pay interest and shall be held in accordance with the laws of the state of Kansas. Pet deposit in the sum of \$250 is non refundable. KEYS WILL NOT BE ISSUED UNTIL DEPOSIT IS PAID IN FULL.

b. The 2nd Party understands and acknowledges that the 1st Party would suffer damages if this contract is terminated before the expiration of the term provided for, which damages would be in addition to any loss the 1st Party might suffer by being unable to re-rent the premises or actual physical damages to the premises. The 2nd Party also understands that these additional damages might be difficult to calculate, but would include some or all of the following: commissions paid to the 1st Party's agents for re-contracting the premises, clean-up costs, overhead expenses attributable to advertising, bookkeeping, and similar costs. Therefore, the parties agree that if, by reason of tenants' breach, this Agreement is terminated before the expiration of the term provided for, the 1st Party or his agent shall be entitled to retain the security deposit set forth above as liquidated damages, and not as a penalty, in satisfaction of any loss suffered by the 1st Party IN ADDITION to any loss the 1st Party might suffer by reason of damages to the property or being unable to re-contract the premises.

c. IN THE EVENT 2nd PARTY ATTEMPTS TO APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT, OR USE OR APPLY ANY PORTION OF THE SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT, THE SECURITY DEPOSIT SHALL BE FORFEITED AND THE 1st PARTY MAY RECOVER THE RENT DUE AS IF THE DEPOSIT HAD NOT BEEN APPLIED OR DEDUCTED FROM THE RENT DUE.

2. SEVERALTY

In the event the Premises are rented to one or more individuals, each of the individuals shall be jointly and SEVERALLY liable for the entire rental due under this Contract and the performance of the terms and conditions of this Contract. Rent is to be paid in full, at one time, on the first day of the month and the 2nd Party agrees to abide by this. Each individual 2nd Party understands and acknowledges that there is joint and several responsibilities with respect to the total leased Premises and, accordingly, must exercise responsibly to see that the entire unit is maintained in good order and repair and that the rental is kept current.

3. CARE OF THE PREMISES

2nd Party accepts the Premises in the present condition. 2nd Party agrees to complete the Move-In Inventory form at the time of the move-in to note any defects therein. 2nd Party agrees to keep and maintain the Premises in good clean condition, and to make no alterations or additions thereon or therein without written consent of the 1st Party. The 2nd Party will pay for misuse of plumbing, windows, doors, walls, cabinets, flooring, or any other aspect of the Premises and repay the 1st Party for the cost of all repairs made necessary by the neglect and careless use of said Premises. 1st Party shall invoice 2nd Party for any charges, including reasonable charge of management overhead, for labor and replacement costs of any damaged items other than normal wear and tear. 2nd Party shall immediately report to 1st Party and local police authority any act of vandals or burglars causing damage to the Premises. The 2nd Party agrees to promptly report any repairs to the property to the 1st Party. No tenant-incurred expense shall be deducted from the monthly rent under any circumstances whatsoever.

The 2nd Party agrees to do the following:

Keep the leased Premises, the grounds, decks, patios, and driveways that such tenant (2nd Party) occupies and uses clean and safe as the condition of the Premises permit.

Initials _____

- a. Remove from leased Premises all ashes, rubbish, garbage and other waste in a clean and safe manner. 1st Party will give one warning for trash disturbance (including trash left by front door). After that, a \$100 fine will be charged to the 2nd Party for each occurrence.
- b. Keep all plumbing fixtures in the Premises, or used by 2nd Party, as clean as their condition permits.
- c. Use all electrical, plumbing, appliances, fixtures, heating, ventilation, air conditioning and other facilities in a safe and reasonable manner.
- d. No brackets or other attachments shall be placed upon the contracted Premises or put into any wall, cupboard, woodwork, etc., without the written permission of the 1st Party. Absolutely no adhesives. Nails/screws to hang pictures are allowed on the walls, but not on woodwork of any kind. Curtain rods are allowed. Absolutely no painting.
- e. Be responsible for any destruction, defacement, damage, impairment or removal of any part of the Premises caused by an act of omission of the 2nd Party or by any person or animal or pet on the Premises at any time with the expressed or implied permission or consent of the 2nd Party.
- f. Not engage in any conduct or allow any person or animal or pet on the Premises with the expressed or implied permission or consent of the 2nd Party, to engage in conduct that will disturb the quiet and peaceful enjoyment of the Premises by other Tenants; 1st Party will give one warning for noise/peace disturbance. 1st Party shall have the right to terminate this rental contract for disturbances.
- g. Not engage in contact which is unlawful, or allow any person with the expressed or implied permission to engage in conduct that is unlawful. In the event the 2nd Party, or any invitee of the 2nd Party, is convicted or diverted for a criminal offense occurring in or around 2nd Party's leased Premises, 1st Party shall have the right to terminate this rental contract, but, in addition, 2nd Party agrees to reimburse 1st Party for any damages 1st Party suffers by reason of such violations.
- h. Not bring pets on to the Premises. Absolutely **no dogs, cats, birds or other animals will be allowed or shall be kept by the 2nd Party on the Premises**, unless Pet Addendum has been attached to this rental Contract along with Pet Deposit/Pet Rent Agreement. All pets, particularly dogs, will be picked up by the City Dog Catcher when found on Premises. Absolutely no pets are allowed to visit the complex, or stay at the complex, that not approved by management. Absolutely no pet sitting.
- i. **Winter Heat Settings:** Second Party is/are required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking. Second Party will be strictly liable for all costs incurred by frozen/broken/burst pipes due to negligence.
- j. **Vehicles** have to be in working condition, otherwise they can be towed. Vehicles cannot be on jacks, no flat tires, no broken windows, etc.

VIOLATION OF THIS PARAGRAPH SHALL NOT ONLY BE A BREACH OF THE RENTAL AGREEMENT BUT IN ADDITION, THE 2nd PARTY AGREES TO REIMBURSE THE 1st PARTY FOR ANY DAMAGES THE 1st PARTY SUFFERS BY REASON OF ANY SUCH VIOLATIONS.

4. SUBLEASING

2nd Party may not sublease nor assign this Contract. If subleasing is required and approved, 2nd Party will make a written request to 1st Party giving all the facts as to why a sublease is requested, and if approved, **2nd Party agrees to pay 1st Party, in advance, \$200.00** to cover costs and is responsible for finding new tenant and following property procedures. 2nd Party acknowledges and agrees that 2nd Party is still obligated under this Contract for rent and utilities until the expiration of this contract. If lease has more than one lessee (2nd Party) on the contract, and only one of the lessee's is opting out of the lease, the lessee(s) staying must also approve of the sublease and the new lessee. New lessee must qualify and be approved by management. If remaining lessee's do not approve of the new lessee taking over, the sublease is not acceptable. 2nd party opting out will forfeit their deposit with a sublease agreement.

No Subletting: Tenant has no right to sublease, or assign, Tenant's rights under the Lease without the written consent of Management. This also prohibits VRBO, Airbnb etc.

5. RENTAL CONTRACT TERMINATION

Unless the Parties agree in writing to the terms of a renewal of this Contract (in the form of a new lease), no less than 150 days prior to the end of the original term, this lease shall terminate at the end of such term, at which time the 2nd Party shall vacate the premises and return possession thereof to the 1st Party.

6. NON-LIABILITY OF LANDLORD (1ST PARTY) AND RENTER'S INSURANCE

2nd Party covenants that neither Landlord (1st Party) nor it's agents, employees, owners, either, shall be liable for any damages or injury to the 2nd Party, 2nd Party's guests or invitees, or to any person entering the Premises or building which the Premises are part, nor to furniture, personal property, goods or chattels therein resulting from any accident or incident, resulting from circumstances beyond 1st Party control. Except in the case of 1st Party's negligence and except in the case in which "good faith" effort is not made by the 1st Party to remedy the situation, 2nd Party agrees to indemnify and save 1st Party Landlord, its agents, employees, owners, harmless from claims of every kind and nature. 2nd Party agrees that 2nd Party has been advised by 1st Party to secure renter's insurance for 2nd Party's personal property. Insurance on 2nd Party's personal property, and personal liability is strongly recommended. 1st Party assumes no responsibility for loss or damage to contents. The 2nd Party agrees that the 1st Party's liability for fire, theft, or breakage in common areas is limited to the 1st Party's negligence.

7. RIGHT OF ENTRY AND INSPECTION

1st Party reserves the right at all times to enter the said Premises in case of emergency. 1st Party reserves the right at all reasonable times, and upon reasonable notice to enter said Premises for making inspections, repairs, alterations, or improvements, to show the Premises for re-renting, to quiet disturbances, and to correct any breach of contract and/or Rules and Regulations. In the event 2nd Party notifies 1st Party of necessary repairs, 1st Party shall have the right to enter the Premises at reasonable hours for the purpose of making such repairs without further notification to 2nd Party.

8. DEFAULT

In the event that this agreement is terminated prior to the expiration of the term provided herein as a result of 2nd Party's noncompliance with this agreement, 1st Party shall be entitled to retain the security deposit held on behalf of 2nd Party, and to apply said security deposit to rent which is accrued and unpaid, to damage which 1st Party suffers by reason of being unable to re-let the Premises, to payment for any physical damage to the property, and to the payment for any other damage suffered by 1st Party as a result of 2nd Party's noncompliance with this rental Contract. 2nd Party shall be responsible for, and 1st Party shall have the right to bring an action to collect any and all damages suffered by 1st Party in excess of the amount of the Security Deposit. Nothing contained herein shall be construed as giving the 2nd Party the right to apply any portion of the Security Deposit to the payment of rent.

Initials _____

9. RENT OBLIGATION

Both Parties agree that occupancy of the Premises for one or more days each month shall obligate the 2nd Party for a full month's rent. There shall be no apportionment of rent on a daily basis. If the contract begins and ends on a day other than the first day of a month, occupancy for one or more days in each thirty day rent period shall obligate the tenant for a full thirty days rent unless otherwise agreed upon in this contract by 1st Party.

10. NOTIFICATION TO 1ST PARTY (LANDLORD)

The 2nd Party shall notify the 1st Party of any absence from the property for more than seven (7) days. The 2nd Party shall notify the 1st Party or his agent promptly of any damage to the Premises caused by the 2nd Party, his invitees, family, pets, or any other damage to the 2nd Party's unit or the common areas of which the 2nd Party has knowledge. The 2nd Party shall make no alterations to the Premises without written consent of the 1st Party or his agent. No oral agreements or representations by the 1st Party or its agents, or the 2nd Party shall be binding on either party.

11. ABANDONED PROPERTY

Any property of the 2nd Party remaining on the Premises, or otherwise in or about the building of which the Premises are a part of, shall be deemed to be abandoned by the 2nd Party, and the 1st Party may remove and dispose of such property without any liability to 1st Party therefore, and said property so abandoned shall be and become the property of the 1st Party.

12. NO SMOKING

Tenant acknowledges that smoking is prohibited in this rental. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, or similar lighted product in any manner or in any form. This is inclusive of anything that burns, including but not limited to a hookah or other kind of pipe, as well as "clove" cigarettes and cigars. Non compliance will result in automatic deposit forfeiture and a \$100 fine and a warning. A second non compliance will result in eviction.

All illegal substance use, including marijuana, will be taken seriously and will result in eviction.

13. PESTS

All units are free of pests including, but not limited to, bed bugs, fleas, roaches, ants. Second Party will be responsible for extermination of bed bugs, fleas, roaches, and any other pests brought into unit. Common house bugs, ants, spiders will be treated as needed by First Party.

14. LEAD PAINT DISCLOSURE

Lead Warning Statement: housing building before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The landlord has no knowledge of lead-based paint on these premises.

15. RADON GAS DISCLOSURE

Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a house or building in significant quantities, may present health risks to persons exposed to it over time.

16. DISTURBANCE

2nd party agrees not to play televisions, VIDEO GAMES, radios, musical instruments, musical playback equipment, including surround sound, in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, 2nd party agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

17. RULES AND REGULATIONS

1st and 2nd Party shall jointly inspect the leased premises within five days from the initial date of occupancy, or upon delivery of possession. They shall complete a written inventory of the Premises which shall be signed by each party. 2ND Party accepts the rental unit as inventoried and agrees that all those portions of the Premises accessible to and available to him are in acceptable condition.

No oral agreements or representations by the 1st Party or its agents, or the 2nd Party shall be binding on either Party. The 2nd Party shall be bound by the attached Rules and Regulations. The Parties acknowledge that they are bound by the provisions of the Kansas Landlord-Tenant Act.

The 2nd Party shall be bound by the Rules and Regulations attached hereto and incorporated herein. 1st Party reserves the right to make reasonable changes to said Rules and Regulations as required for the proper and orderly care, operation, and maintenance of the Premises, buildings, and appurtenances. Upon notice to 2nd Party, such changes shall become part of this contract. Failure of 2nd Party, 2nd Party's guests or invitees or pets to comply with and observe the Rules and Regulations shall constitute a breach of this contract.

Carpets have been professionally cleaned, or are brand new prior to 2nd Party's move in. 1st Party will charge a standard cleaning fee at move out for carpets to be professionally cleaned which will be deducted from 2nd Party's security deposit, as well as any other cleaning or damage charges. Standard carpet cleaning: \$200 Jana Drive; \$100 Congressional/Summer Tree; \$100 Gateway; \$100 901 Illinois. Renting a carpet cleaner is not allowed. If tenant chooses to clean carpets, a professional company must be hired and a proof of receipt provided.

Tenant shall call at least 10 days prior to move-out to schedule inspection. Last Check-out time is 12:00 Noon of the last day of the lease. Unit must be completely empty and clean at inspection. If tenant fails to be completely out at scheduled inspection time, a charge of \$100/hour will be charged to account and deducted from all deposit(s).

Total general cleaning for the unit will be added and charged the hourly labor charge. Full paint jobs less than 1 year old will be charged at labor + materials. Doors, woodwork, fixtures and other appliances/will be charged according to replacement costs plus labor. Holes in walls will be charged by amount of estimated labor at move out with a minimum charge of 1 hour. Carpet and ceramic tile damage is charged at \$25/square foot. A large enough damaged area may require total replacement charged at \$25/square yard. Small stains and cigarette burns ill be charged according to this schedule. Infestation of fleas or roaches will be charged a fee of \$250 to cover professional extermination. Charges for loss of use of the unit will be on an individual basis. **Odors including pet, smoke, cooking grease, etc. will result in AUTOMATIC SECURITY AND/OR PET DEPOSIT FORFEITURE and additional charges if necessary to remove the odor.**

4205 W. 6th Street Tenants: Renters insurance is required with a copy of the document. No grills are allowed at this building. No pets are allowed at this building.

Initials _____

PETS

PETS MUST BE UNDER 20 POUNDS FULL GROWN.

No puppies, no kittens, no snakes, no iguanas, no farm animals (this list may not include all prohibited pets). Rent increases \$25/month. Non-refundable \$250 pet deposit. Absolutely No PETS are allowed unless previously approved by management. A picture(s), and detailed description of breed, must be provided to management. Each time an unauthorized pet is found on Premises a **\$100 fine will be assessed per day/occurrence**. Further, upon discovery, immediate eviction proceedings can begin. Management has the right to inspect the Premises if pets are believed to be present without notice. All pets, particularly dogs, will be picked up by the City Dog Catcher when found on Premises. Absolutely no pets are allowed to visit the complex, or stay at the complex, that are not approved by management. **Absolutely no pet sitting.** A pet addendum is required before a pet enters the unit.

OCCUPANCY:

All adult occupants of the premises, who stay longer than one week, are required to sign this Lease Agreement. If any additional person(s) are found to be occupying the premises for more than a week, eviction proceedings will begin. **The 2nd Party acknowledges that the only occupants of the unit are as those listed on this contract.** Please list any minors.

Minors occupying unit: _____

NOTICE: The 2nd Party is hereby notified that the manager and the 1st Party's agent are as follows:

**Lawrence Property Management, LLC
4205 W. 6th Street – Suite B
Lawrence, KS 66049
Phone: 785-832-8728
www.lawrencepm.com**

TERMINATION: If a termination is approved by management due to unforeseen circumstances, a 1 month's notice must be given in writing BEFORE move out and a 2 month penalty paid in full. Deposit is automatically forfeited.

By their signatures, the 2nd Party and 1st Party/agent acknowledge that they have read this contract and the Rules and Regulations and all of its terms and conditions were explained to their satisfaction. 2nd Party affirms that 2nd Party will, in all respects, comply with terms and provisions of this agreement. This is a legal Contract and shall be binding on the heirs and assigns of the parties hereto.

Keys will not be issued until confirmation numbers for utility turn on has been given to management, and all deposits paid in full.

A photographic copy, faxed copy, or emailed copy of this authorization shall be as valid as the original. By electronically signing this agreement, I agree that my electronic signature is the legal equivalent of a manual signature on this Agreement. I consent to be legally bound by this Agreement's terms and conditions.

Signature of 2nd Party

Date

X _____

X _____

X _____

X _____

X _____

X _____

By: 1st Party _____, manager, Dated in Lawrence, Kansas this _____ day of _____, 20____.

901 Illinois – On KU football home game days, tenant vehicles are to be removed from the parking lot on the west side of the building 5 hours prior to game time and until 1 hour after the game. There is street parking available for tenants on the east side of the building. It is recommended for early games that tenants move their cars the night before to insure a parking place.

Management Use Only:

Total Security Deposit _____

Total Pet Deposit _____

Initials _____